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The Solicitors' Journal and Reporter.

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Current Topics.

IT WILL be gathered from the statement made by the President at the meeting of the Law Society last week that the negotiations relative to the establishment of a Law School are progressing satisfactorily. The Council have consented to accept eight members on the governing body, in place of the four previously offered. It appears that £152,500 will be available from the proceeds of sale recovered by the agency of the Law Society, the income of which will be somewhere about £4,000 a year; and if the annual amount expended by the Council of Legal Education—viz., £8,000, and the annual amount expended by the Law Society in providing for the education of London articled clerks—is added, there will be a sufficient endowment for the school.

THE WILL of the late Mr. HANBURY, which has recently been considered by the Court of Appeal, is said to have been "home-made." The reason why many wills are made without the assistance of a professional adviser cannot always be ascertained. A passion for secrecy, a morbid unwillingness to incur the smallest legal expense, and undue confidence in personal skill, are some of the probable causes, but there can be little doubt that others exist. Lord CAMPBELL, in speaking of the will of Lord ELDON, says: "Being drawn by such a conveyancer, we may hope that it will never give rise to any doubt, though many of the most important points in the law of real property have been settled in suits upon the construction of the wills of eminent judges." This is confirmed by Lord ST. LEONARDS in his Handy Book on Property Law, who says: "I could without difficulty run over the names of many judges and lawyers of note whose wills, made by themselves, have been set aside or construed so as to defeat every intention which they ever had." And it must not be forgotten that, long after these passages were written the courts were called upon to deal with questions under the "home-made" will of Lord WESTBURY. It would seem that there will never be wanting a number of educated persons who are content to run all risks rather than deny themselves the pleasure of drawing up their own wills in private.

THE ATTORNEY-GENERAL's explanation, in the House of Commons, of the reasons of his refusal to direct the prosecution of WHITAKER WRIGHT by the Director of Public Prosecutions was, as might have been expected, manly and straightforward. He took the whole responsibility on himself, and refused to allow any part of it to rest on any other person. He stated (perhaps rather too diffusely) that the reasons for his action were (1) that no conspiracy could be proved; (2) that it could not be shown that the misrepresentations in the balance-sheet of 1900 were made with intent to deceive or defraud shareholders and creditors of the company; they were really made to support a "corner" which, if successful, would have re-established the fortunes of the company; and in support of this view he quoted the summing-up of COCKBURN, C.J., in a Treasury prosecution in 1880, where he said that "even if you [the jury] should be of opinion that the accounts were intentionally falsified, that alone would not be sufficient to determine this question, because, even if you are of opinion that the defendants acted contrary to their duty in treating this property as a real and substantial asset of the company, you will have to say whether you are satisfied that they did so with the fraudulent purpose of defrauding the shareholders and the creditors of the company or to induce persons to become shareholders in order to defraud them also. There would scarcely have been any intention on their part to defraud the shareholders and the creditors, because it is plain that the very best thing that could be done under the circumstances in the interests of the shareholders and of the creditors was to keep the bank going." And (3) that the balance-sheet of 1899 was not brought before him by the official receiver as a possible subject of prosecution until 1902, when the official receiver reported that in his opinion the case on the balance-sheet was a very weak one. Whether the Attorney-General was right or wrong in his conclusions, no one can doubt, after reading his defence, that he acted upon an honest conviction that the case was not, in point of law, a proper one for the intervention of the Public Prosecutor. That he declined to be moved from his considered opinion by the risk of unpopularity, or the public cry for a prosecution, is to be reckoned to his credit.

AT THE Aylesbury Assizes this week, in the case of *Rex v. Philbey and Another*, two men were indicted for stealing a large number of pheasants. The defence amounted to an admission of the facts, but it was urged on behalf of the prisoners that the birds were *feræ naturæ*, and not subject to larceny at common law, and that, therefore, the only offence of which the prisoners were guilty was that of trespassing in pursuit of game, an offence only punishable on summary procedure. The birds in question were the property of a pheasant breeder in a very large way of business. They were kept in "pens," which were very large spaces surrounded by wire netting. One of these spaces, from which a number of birds were taken, was seven acres in extent. Means were taken, by tying part of one wing, to prevent the pheasants in the space from flying, but a bird did sometimes get over, especially if they were frightened or excited. WRIGHT, J., told the jury that the question for them was whether the birds were in the power of the prosecutor. Although a bird did sometimes get out, and although they had a very large space within which they could move about as they pleased, still if the birds were practically in the power, dominion, and possession of the prosecutor, they were the subject of larceny, and the prisoners might be found guilty on the indictment. On the other hand, if the birds were so wild and so little under control that they could get away when they liked, then the jury should acquit the prisoners. The prisoners were convicted. It is often difficult to draw the line in fact between animals which are really wild, and which are therefore not the subject of larceny at common law, and animals which are so far reclaimed or confined that their owner has property in them sufficient to support an indictment for larceny. The law, however, seems to be put very shortly and correctly in the words of WRIGHT, J. The question must be, has any one power over the animals so that they are always under some form of restraint and cannot follow their natural propensities completely. In *Reg. v. Shickle* (L. R. 1 C. C. R. 158) the subjects of an indictment were young partridges of only three weeks old. They had been

hatched under a hen in a coop, and when the coop was removed, they remained with the hen as her brood, sleeping under her wings, although they could fly a little, and were not confined. It was held that the indictment would lie. BOVILL, C.J., said that in this case the birds were from their birth being brought up tame; they were practically under the care and dominion of the prosecutor. It must, of course, always be a question of fact in each case whether the animals are under control or not. If, however, a prosecution like the recent one had failed on the point of law, it would have been a very serious matter for breeders of pheasants, who carry on a very important industry.

WHEN THE destination of property is made to depend upon consent being given to the marriage of the original donee, nice questions sometimes arise as to whether consent has been in fact given in the particular case; but it is satisfactory to find that the inclination of the court is in favour of supporting the consent. "Where"—so runs the head-note to *Daley v. Dunbar* (2 Atk. 261)—"there is no objection to the person or estate of the gentleman who proposes, and the young lady herself is inclined to the match, trustees should consider themselves in the light of a parent and readily come into a consent." This passage, which is supported by the judgment, seems to assume that parents are more amenable to their daughters' wishes than the romance-writers suppose, but at any rate it represents the doctrine of the court as being favourable to matrimony. Similarly, to come down to recent times, STIRLING, J., held in *Re Smith, Keeling v. Smith* (44 Ch. D. 654), that, in dealing with consent to marriage, the substance of the matter was to be looked at rather than the form, and that it was sufficient if the trustees had in effect consented to the match. But a trustee may change his mind, and the question then arises whether the consent once given can be subsequently withdrawn. That it must not be withdrawn capriciously is only reasonable, but the Court of Chancery declined to allow that, once given, it could not be withdrawn at all. "The cases," said Lord ELDON, C., in *Dashwood v. Bulkeley* (10 Ves. 242), "have gone this length, that, if consent is once given, it shall not be withdrawn by adding terms that do not go to the propriety of giving the consent." In other words, the consent can only be withdrawn if there are subsequent considerations which would have justified the refusal of the consent had they been originally present to the trustee's mind. "I understand," said BYRNE, J., in the recent case of *Re Brown, Ingall v. Brown* (52 W. R. 173), "that the principle underlying these cases is that it must be justifiable for persons in *loco parentis*, if circumstances subsequently come to their knowledge which, if known at the time of consent, would have justified refusal thereof, to retract that consent. On the other hand, retraction must not be *ad libitum*, or from mere caprice." In the case before him the young lady's mother, whose consent was required under the will of the father, had withdrawn it, partly, it would seem, because the marriage took place earlier than the date originally agreed upon, and partly because the settlement of her daughter's property was not to her liking. The former consideration was no ground for withdrawing the consent, and the learned judge held that, under the circumstances, no sufficient reason was furnished by the latter. Hence the condition of consent had been duly complied with.

A POINT of some importance was decided in the Divisional Court on Tuesday in *Rex v. West Riding Justices* (reported elsewhere). The East Morley licensing bench had refused to renew the licences of two houses in their district, the "White Hart" and the "Crown Point." The applicants appealed to quarter sessions, where the justices allowed the appeal in the case of the "White Hart," but dismissed the other appeal. On an application by the licensing bench for their costs, the justices made an order against the appellant in the "Crown Point" case under section 29 of the Alehouse Act, 1828, and in both cases gave the licensing bench an indemnity under section 20 of the Licensing Act of 1902. But in each case they incorporated in the order a direction that the clerk of the peace was to disallow on taxation all the personal costs of the clerk to the licensing bench, who had been specially retained to act as solicitor for them as respondents on the appeals. This was done, as appeared in the

argument bench had whether the county court licensing the West without the order argued as though a county court successor Government hands of t act in all a saving t there were that section absolute d in refusing sing bench 2 Q. B. 6 justices h full inden say wheth were mac purposes sessions h conflicti course, q section 20 Winder w substanti of the ju he decid payment tion to i selves in generally the justic ing the c no ground the clerk more diff the power solicitor. will prob

IN TH v. Broph upon w Life Ass wager p use, ben no inter purchase and, pur insuranc his life on which assigned for some the comm otherwis in the the arr that th life, sh paying brought policy d arose. that th recover the plain equity c

argument on Tuesday, to raise the question whether the licensing bench had a right to employ their own clerk in such a case, or whether they were not bound to employ a salaried official of the county council known as the West Riding solicitor. The licensing bench obtained rules *nisi* for *mandamus* to compel the West Riding justices to give them a full indemnity without limitation, and for *certiorari* to quash such part of the orders as gave a special direction as to costs. It was argued against the rules that the West Riding solicitor, though appointed by the standing joint committee of the county council and the West Riding justices, was in reality the successor of the solicitor to the West Riding before the Local Government Act, 1888, when all the county business was in the hands of the magistrates, and, as such, was the proper person to act in all matters in which justices were concerned. It would be a saving to the county funds, as this gentleman had a salary and there were no profit costs. On the point of law, it was contended that section 20 of the Licensing Act, 1902, gave the justices an absolute discretion as to costs, and they were within their rights in refusing to allow the personal costs of the clerk to the licensing bench. On this point they relied on *Reg. v. Winder* (1900, 2 Q. B. 666). In support of the rules, it was urged that the justices had gone too far, and that they were bound to give a full indemnity for all costs incurred, and had no jurisdiction to say whether they were or were not properly incurred. The rules were made absolute, the learned judges saying that, for the purposes of their decision, it made no difference whether quarter sessions had dismissed the appeal or allowed it. Apart from the conflicting questions of expense and convenience, which are, of course, questions of fact, we should think the discretion given by section 20 of the Act of 1902 only applies to taxation. *Reg. v. Winder* was a decision on the Act of 1828, but the words are substantially the same in both statutes. A careful study of the judgment of BIGHAM, J., in that case will shew that he decides no more than that the person charged with the payment of costs must have an opportunity of objecting on taxation to items he may consider improper. The justices themselves in theory conduct the taxation, though in practice it is generally left to the clerk of the peace. In the present case, if the justices had disallowed the costs on taxation, without inserting the obnoxious words in their order, there would have been no ground for *mandamus* or *certiorari*, and we can conceive that the clerk to the licensing bench would have been in a much more difficult position. The question is important, as touching the power of justices to employ whom they will to act as their solicitor. It is by no means free from difficulty, and the case will probably go to the Court of Appeal.

IN THE recent case of *The North American Life Assurance Co. v. Brophy* (32 Supreme Court of Canada Rep. 261) a question, upon which there was little or no authority, arose under the Life Assurance Act, 1774. By that Act, as is well known, a wager policy or a policy on a life in which the person for whose use, benefit, or on whose account the policy is made shall have no interest, is illegal and void. The defendant, an elderly man, purchased from the plaintiff company an annuity upon his life, and, pursuant to a pre-existing arrangement between them, an insurance agent named CROMAR, a much younger man, insured his life with the plaintiff company for an amount the premiums on which were equal to the amount of the annuity, and at once assigned the policy to the defendant, who agreed to pay, and did for some years pay, the premiums. CROMAR got the benefit of the commissions on the annuity and the insurance, but was not otherwise interested in the insurance. It was held, both in the Court of Appeal and in the Supreme Court, that the arrangement between the defendant and CROMAR was that the defendant, who had no interest in CROMAR's life, should insure it for his own benefit, the defendant paying the premiums, and that the plaintiffs, in an action brought after the death of CROMAR, were entitled to have the policy delivered up to be cancelled. But a further question arose. It was contended that, although it might be conceded that the defendant could not have maintained an action to recover back the premiums which he had paid, yet, inasmuch as the plaintiffs were taking equitable relief, they were bound to do equity and to repay the premiums with interest, the risk having

never attached. In support of this argument the case of the *British Equitable Insurance Co. v. Great Western Railway Co.* (38 L. J. Ch. 132) was referred to. There, in a suit to restrain an action upon a life policy, MALINS, V.C., held that the policy was void on the ground of non-disclosure in the declaration as to the health and habits of the assured. The learned judge ordered the policy to be delivered up to be cancelled, but directed that the defendants should be credited with the money which the plaintiffs had received by way of premium, together with interest. In the subsequent case of *London Assurance v. Mansel* (11 Ch. D. 363), where a policy was set aside under similar circumstances, the order recited that the plaintiffs were willing, and offered, to return the premium. The majority of the Supreme Court held, reversing the judgment of the Court of Appeal, that the plaintiffs were not bound to repay the premiums; that where, without any guilty participation by the company, a policy was cancelled on the ground that it was a wagering contract, a distinction should be made in their favour. The policy was good on the face of it, and the company had received the premiums for the benefit and security of, and in trust for, its shareholders and policyholders. The decision is one of some importance, but in many policies all difficulty is obviated by the condition that if any fraudulent or materially incorrect averment has been made, or any material information has been withheld, by the insured, all sums which shall have been paid to the company on account of the insurance made in consequence thereof shall be forfeited.

A QUESTION of considerable interest was discussed before the Court of Appeal a few days ago. The appeal was from an order of LAWRENCE, J., striking out paragraphs from a statement of claim. These paragraphs stated that the defendants were the owners of a restaurant, to which the public were invited to resort for luncheons, dinners, and general refreshment; that they were bound by the terms of their licence to keep order on the premises, and to eject people who were intoxicated and disorderly; that it was a condition of the acceptance by the public of the invitation to the restaurant that they should be protected by the management to the best of their ability; that the plaintiff, after taking his seat in the premises, noticed that a violent disturbance was going on between persons who were intoxicated; that the manager did not interfere, and took no notice of the complaint of the plaintiff's party, and that ultimately a number of the disorderly persons violently assaulted and seriously injured the plaintiff; that the manager and servants, though called to for assistance, negligently refrained from rendering their best assistance, and, though asked to come in, the police refused to do so. The court (MATHEW and ROMER, L.JJ.) allowed the appeal, thinking that a point of law was involved, and that it was better that the case should go to trial and that the facts should be ascertained. It will be remembered that in *Pounder v. The North-Eastern Railway Co.* (1892, 1 Q. B. 385) the court refused to hold the company responsible for an assault committed on the plaintiff by fellow passengers, though it appeared that the company, knowing that he feared violence, did nothing to protect him, and allowed his carriage to be overcrowded. But in the subsequent case of *Cobb v. Great Western Railway Co.* (1894, A. C. 419) several of the law lords expressed doubt as to the correctness of the decision. We, of course, know nothing of the real facts of the case under discussion, as the pleadings only were before the Court of Appeal, and we can imagine many instances in which it would be unreasonable to hold the tenant of licensed premises responsible in an action for the violent and riotous act of anyone using them. But the licensee-holder is liable by statute to a penalty if he permits such acts to take place, and it seems to us that the penalty might be incurred unless he proved that he had made a fair and honest effort to maintain order. There may be no precedent for going further and holding that he is liable in an action for damage directly resulting from breach of the statutory duty, but we cannot see that such an action is contrary to principle.

WE READ in the newspapers that an artist living at Chalons sur Marne threw away an old colour box, which his wife broke up, when, to her amazement, she found hidden under a false

bottom to the box securities valued at 12,000 francs. The box was given to the artist when a boy by his parents, they having purchased it from a second-hand dealer. The sudden and unexpected discovery of money in secret drawers is a familiar incident in novels and story-books, and it is generally assumed that the lucky finder has a right to appropriate the treasure to his own use. But any such view of the law might in this country lead to serious consequences. In *Merry v. Green* (7 M. & W. 623) the head-note is as follows: "A person purchased at a public auction a bureau, in which he afterwards discovered in a secret drawer a purse containing money, which he appropriated to his own use. At the time of the sale no person knew that the bureau contained anything whatever. Held, that if the buyer had express notice that the bureau alone, and not its contents, if any, was sold to him, or if he had no reason to believe that anything other than the bureau itself was sold, the abstraction of the money was a felonious taking, and he was guilty of larceny in appropriating it to his own use; but that if he had reasonable ground for believing that he bought the bureau with its contents, if any, he had a colourable right to the property, and it was no larceny. Baron PARKE, in his judgment, referring to the purse and money, says: "The vendor had no intention to deliver it, nor the vendee to receive it; both were ignorant of its existence, and when the plaintiff discovered that there was a secret drawer containing the purse and money, it was a case of simple finding, and the law applicable to all cases of finding applies to this." This decision is in accordance with the law laid down by Lord ELDON in the similar case of *Cartwright v. Green* (8 Ves. 405). It may be urged that in some of these cases it would be necessary to go back many years before the date when the money was first deposited could be ascertained. But in England there is no limitation to a criminal prosecution by indictment for larceny, though the time for bringing a civil action may have gone by.

PERJURY, which has never been expelled from the High Court of Justice, is said to be lamentably prevalent in the county courts. It has been suggested that this is due to the English practice of allowing witnesses to be present during the hearing of a case. A witness who has observed that there is something wanting in the evidence of those who have preceded him is sorely tempted to "strengthen" the statement which he had originally prepared. Those who have read SCOTT'S "Heart of Midlothian" will remember that in Scotland all witnesses are, as a matter of course, excluded from court till their testimony has been given. This "enclosing" or "sequestering" the witness, as it is called, is said to have good results. It occasionally happens, both at *Nisi Prius* and in the police-courts, that the witnesses in what is likely to be a hard-swearing case are ordered out of court. But we have much doubt whether the introduction of the Scottish practice would do much in diminishing perjury, and it might easily cause delay in the hearing of cases in the county courts.

A lecture on Death in its Medico-Legal Relations, under the auspices of the Council of Legal Education, was delivered on the 28th inst. by Dr. Waldo, Coroner of the City of London. He said that death, in its medico-legal relations, was a subject of considerable importance to the legal profession. The possibility of live burial was dismissed shortly by the lecturer with the statement that from a scientific point of view it might be stated that no recorded case bore the scrutiny of exhaustive logical inquiry. It was often of considerable importance, both in civil and in criminal cases, to determine the exact moment of death. At the same time speculations of this kind were often of theoretical rather than of practical value. Of the signs of death no one could be taken as absolutely conclusive of the precise moment at which somatic or general cessation of life had taken place. Putrefaction, again, although a certain sign of death, could not be taken as a precise index of the time that had been taken up in the process. Thus it would be impossible to say in many instances whether a given body had been that of a person dead one or six months. Fallacies on this point were numerous. For instance, putrefaction must be considerably delayed in the case of persons who had been confirmed alcoholics, or who had been poisoned with antimony, or whose bodies had been immersed in water. The lecture concluded by various practical recommendations as to desirable reform in the present system of death certification. One of the chief points was the registration of all still-born children by a duly qualified medical practitioner. Otherwise the body of such an infant should be buried only upon the order of a coroner. Other important suggestions were made as to the causes of death that should be investigated by the coroner.

The Participation of Political or Other Associations in Parliamentary Elections.

In some recent bye-elections Free Trade leagues or unions on the one hand, and Protectionist leagues or unions on the other hand, have played an active and considerable part. It is understood that large sums have been placed at the disposal of at least one of these associations, and fears have been expressed in some quarters lest the intention of Parliament in passing the Corrupt Practices Act, 1883, should be defeated by its operations. There is reason to believe that the popular notion of the work which may legally be done by such associations during the course of an election is much more restricted than the view which has been taken by competent courts. In these circumstances it may be useful and timely to review the law upon the subject, and to state, as accurately as may be possible, within what limits such associations may legitimately pursue their operations at election times.

For our present purpose we may pass by one very difficult question—namely, when a parliamentary election begins, and we may also reserve for the moment the consideration of agency. We will also assume that the association is not, either individually or collectively, guilty of any act which would be recognized at once as a corrupt or an illegal practice. Eliminating these elements, we have to consider the following case: A central association in London, formed for the propagation of Free Trade or Protectionist principles, as the case may be, opens an office in a constituency in which a contested Parliamentary election is imminent or proceeding; prints literature, and distributes it from house to house or otherwise; holds public meetings, and employs paid lecturers, paid speakers, and even paid canvassers. The question to be determined is whether the expenses thus incurred are expenses "on account of or in respect of the conduct or management" of the election. If they are, then the payments to the lecturers, the speakers, and the canvassers are in any case illegal, and the other expenses can be paid only by or through the election agent of a candidate, and must, of course, be included in the return.

The reports of the trials of election petitions, it should be said, do not furnish any case which is precisely on all fours with the one now under consideration. For they were concerned with local associations, which had a continuous life in the constituency in which the impugned acts were done. Perhaps the nearest case is that of the East London Licensed Victuallers' Association, the intervention of which in the Stepney election was held by the election judges to be legitimate. Moreover, it should be borne in mind that the judges have always laid down, with almost painful iteration, that the determination of each of these cases depends on all its own surrounding circumstances. What follows must be taken subject to these considerations and deductions.

It would seem, then, that not one of the things attributed above to the Free Trade or Protectionist leagues is necessarily illegal, provided that the literature, the speeches, the lectures, or the canvassing are not directed to the promotion of the election of any particular candidate. The expenses incurred need not be regarded as expenses of conducting the election, but rather as incurred by the association for their own ends, although undoubtedly the election of a particular candidate may be one of the things which they are anxious to secure. An association may canvass in favour of their own views, may expound and publish reasons why Free Trade or Protection is desirable, and may persevere in so doing throughout an election. And, further, it would seem, from the *Worcester* case, that the candidate may continue to pay his subscription to the association without thereby making it his agent. At the same time, it would be the height of imprudence, to say the least, for a candidate to pay a very large sum to a central association which should immediately afterwards begin an active propaganda in the candidate's own constituency.

There is authority for the proposition that lectures for educating a constituency, even though given with the view of

advancing the prospects of a particular candidate, are not necessarily election expenses. Even the presence of the candidate would not necessarily be fatal. It was laid down by Mr. Justice BRUCE that "a meeting called for general political purposes does not become an election meeting merely because a candidate attends it, nor even because some allusions are made to his candidature. The line must be drawn between meetings called with the direct object of advancing the election of the candidate, and meetings called for another object, from attendance on which the candidate only derives some indirect or remote advantage."

On the other hand, judges have been very careful to insist that the candidate or his agent must not adopt the work that is done by a political association in such a manner as to benefit by it *quoad* the election. For example, they must not accept the gift of literature published by the association, or aid in its distribution. If they do, agency may be established. Mr. Justice CHANNELL said upon one occasion, "If another person pays an expense, and that expense is one of the ordinary expenses of the candidate, so that the doing of that by the third person relieves the candidate from part of his election expenses, then the candidate must treat that assistance as given to him in respect of his election expenses, and must treat those expenses as part of his expenses."

Lastly, every candidate and every association would do well to bear constantly in mind the caution which was given by the late Baron POLLOCK in the course of his judgment in the *Lancaster case*, to the following effect: "There are some things which, if done even by an association or their agents, must from the very character of the acts be done so immediately and directly for the benefit of the candidate that, although there may have been no direct appointment by him of anybody to the office, the persons who did those acts were doing them as agents for the candidate."

The Liability of a Husband for Goods Supplied on the Order of His Wife.

It is not a little unfortunate that the attempt made in *Morel Brothers & Co. v. Earl of Westmoreland* (51 W. R. 290; 1903, 1 K. B. 64) to get over the difficulties which tradesmen frequently encounter in recovering the price of goods supplied on the order of a married woman has been defeated both in the Court of Appeal and in the House of Lords (1904, A. C. 11) upon purely technical grounds. The question in such cases is whether the husband or the wife is liable, and this it is often impossible to determine before the trial of the action. The most natural course, perhaps, is to sue the husband first, but the plaintiff may be defeated by the existence of some arrangement between the husband and wife for excluding the authority of the latter which only comes to light at the trial, and the costs of the action are thrown away. If, fearing this result, he sues the wife first, then she may succeed, as in the recent case of *Kate Reily (Limited) v. Rowe* (*Times*, 20th November, 1903), in establishing that she was in fact only her husband's agent, and again the costs are thrown away. But this is not the whole of the inconvenience. The action against the one party does not assist a subsequent action against the other, and it is quite possible that the plaintiff who first fails against the husband may afterwards, by reason of variation in the evidence, fail against the wife, or *vice versa*. In *Morel Brothers & Co. (Limited) v. Earl of Westmoreland* the plaintiffs sought to overcome the difficulty by suing the husband and wife jointly. The action was to recover £455, the balance of an account for goods supplied between May, 1897, and September, 1901, on the orders of the Countess of Westmoreland. Most of the goods were delivered at Apethorpe Hall, Northamptonshire, where the defendants resided. In July, 1899, Lord WESTMORELAND desired to limit the expenditure of his household. His own income was £2,500 a year, and his wife had an income of her own of £400 a year. In that month, accordingly, they entered into an arrangement by which he was to set aside £2,000 a year for household expenses, the amount to be paid into a separate banking account upon

which either husband or wife might draw; and the wife was to have her own income of £400 a year for her exclusive use. The £2,000 a year was duly paid into a banking account, but the plaintiffs had no notice of this arrangement.

It is obvious that these facts were calculated to raise very nice questions as to the respective liabilities of the husband and wife. It was established by the decision of the House of Lords in *Debenham v. Mellon* (29 W. R. 141, 6 App. Cas. 24) that the question whether a wife has authority to pledge the credit of her husband is—apart from the special case of necessity, as where the husband has deserted his wife—one of fact to be decided upon the whole of the circumstances, just as in any other case of alleged agency, though there may be a presumption arising from the fact of cohabitation, and there will also be important consequences where the wife has been held out as agent. "The question whether a wife has authority to pledge her husband's credit is to be treated as one of fact, upon the circumstances of each particular case, whatever may be the presumption arising from any particular state of circumstances: *Debenham v. Mellon* (L. R. 6 App. Cas., p. 31). The points, then, which arise in determining the liability of the parties are—(1) Is there any presumption of the husband's liability? (2) Is there actual evidence rebutting such presumption? and (3) Has there been a holding out of the wife as ostensible agent which prevents such evidence being given?"

Now, from the fact of the husband and wife living together and having a common establishment, there arises a presumption that the wife is the agent of the husband to order such things as are required for keeping up the establishment, including her own dress: see per COLLINS, M.R., in *Kate Reily (Limited) v. Rowe* (*supra*). But this presumption is not founded upon the marriage. It is the same in kind as in any other case where an establishment is maintained. "If," said Lord SELBORNE, C., in *Debenham v. Mellon*, "there is an establishment of which there is a domestic manager, although the wife may be the most natural domestic manager, and though the presumption may be strongest when she is so, yet the same presumption may, and often does, arise from similar facts when the actual manager is not a wife, but merely a woman living with a man, and passing as his companion, with or without the assumption of the name of wife. It is also the same when the person to whom the domestic management is delegated is a housekeeper or a steward, or any other kind of superior servant," though probably in these latter cases it would not be held to extend to articles of dress. It extends only to such things as the particular agent would under ordinary circumstances be authorized to order.

Such being the general presumption, it will prevail, and the husband will be liable, if he is not in a position to produce evidence that his wife was not in fact his agent. Apart from any question of holding out, such rebutting evidence will, apparently, be afforded by the circumstances that the husband has expressly forbidden his wife to pledge his credit, or that he has come to an arrangement with her not to do so. As soon as this appears in evidence, then it follows that there was in fact no agency, and it makes no difference that the prohibition or the arrangement was not communicated to tradesmen. And the presumption may also be rebutted by other circumstances which shew that the wife was not intended by the husband to pledge his credit, as where he makes her a sufficient allowance for the purpose of obtaining goods such as those in question: *Renoux v. Teakle* (8 Ex. 680).

But the main consideration in such cases is whether there has been a holding out of the wife by the husband as his agent which prevents him from giving evidence of any such arrangement unless it has been communicated to the plaintiff. "If," said Lord SELBORNE in *Debenham v. Mellon*, "an appearance of authority is once, in fact, created by the husband's acts, or by his assent to the acts of his wife, it may be right to hold that, as between the husband and a person relying upon that appearance of authority, it cannot be got rid of by a mere private understanding or agreement between the husband and wife." And similarly Lord BLACKBURN said: "I quite agree that if the husband knew that the wife had got credit, if he had allowed the tradesmen to suppose that he himself had sanctioned the transactions, by paying them or in other ways, it might very well be argued that he would have given such evidence of

authority, that if he did revoke it, he would be bound to give notice of the revocation to the tradesmen and to all who had acted upon the faith of his authority and sanction."

In the present case of *Morel Brothers & Co. v. Earl of Westmoreland* it would have been very useful had a decision been given upon the question whether there had been such a holding out of the wife as the husband's agent as to deprive the arrangement made in July, 1899, of any effect against the plaintiffs until it had been communicated to them. Apparently there had been such a holding out, for the fact that a husband knows that his wife is ordering goods for the benefit of the common establishment must be taken to be an assent by him to her acts so as to constitute her his ostensible agent. But the action was grounded upon the hypothesis of joint liability, and, in the absence of direct evidence of such liability, there was nothing to support it. The presumption arising from the maintenance of a common establishment is a presumption, not of joint liability of husband and wife, but of sole liability in the husband as principal, and the doctrine of holding out would likewise fasten upon him the sole liability. The claim against the husband and wife as being jointly liable consequently failed.

Seeing that both parties were before the court, the sensible course would have been to make such an amendment as would allow it to be determined which of the two was solely liable, but here came in the technicality which has made the litigation abortive. The countess had not defended, and judgment had been signed against her under R. S. C. order 14. This, in accordance with *Scarf v. Jardine* (7 App. Cas. 345), was an election to sue her, and hence it was not competent for the plaintiffs subsequently to prosecute an alternative claim against her husband. The plaintiffs asked, in the House of Lords, for leave to strike out the judgment against the wife and enter judgment against the husband, upon proper terms as to costs, and if the object of our system of judicature were to deal out substantial justice, there seems to be no reason why this should not have been done. But litigation is still a game which has to be played according to the rules, and in the result the plaintiffs have failed. "There is no real hardship to tradesman," said MATHEW, L.J., when the matter was before the Court of Appeal, "involved in cases such as this. They should understand that the case is always one of agency, and it is incumbent on them to prove the wife's agency. They can easily protect themselves from any great risk in such cases; but if they think it answers their purpose better to go on giving credit for goods ordered by the wife without taking any steps to ascertain whether she has authority to pledge her husband's credit, they must run the risk of its ultimately turning out that she had no such authority." It is easy enough to utter such *dicta* in the Court of Appeal, but Bond-street and Oxford-street are nearer to the realities of life in these matters, and in an admittedly very difficult state of the law it would seem to be the wiser course not to place technical obstructions in the way of litigants.

With reference to the paragraph which we last week extracted from the *Times* as to an action heard in the City of London Court against Mr. Walter J. Tanner, solicitor, of 147, Leadenhall-street, to recover charges for submitting a property to auction, Messrs. Stimson & Sons, auctioneers, write as follows: "The report in your issue misses the point in dispute. We well know what agency means, but in this case Mr. Tanner instructed us and was one of the mortgagees. The judge decided against us because the name Purvis was written on the top of the defendant's letters. Who Purvis was we knew no more than you do, and learnt for the first time in court that he lived at Braintree. Judge Rentoul had agency in his mind before he heard the case. We fail to see why solicitors should be treated differently to other persons. The judgment may be good law, but it is not equity."

Thursday, the 28th of January, being the grand day of Hilary term at Gray's-inn, the treasurer (Mr. Edward Dicey, C.B.) and the masters of the bench entertained at dinner the following guests: His Excellency the Portuguese Minister (the Marquess de Soveral, G.C.M.G.), Lieut.-General the Right Hon. Lord Methuen, G.C.B., the Hon. Mr. Justice Byrne, the Right Hon. Sir Edward Carson, K.C., M.P., the Right Hon. Sir Joseph Dimdale, Bart., M.P., Major-General Sir Coleridge Grove, K.C.B., Sir Edward Clarke, K.C., Sir Douglas Straight, Sir Francis Burnand, the Very Rev. the Dean of St. Andrews, the President of the Law Society, Dr. Rutherford Harris, M.P., Mr. Rochford Maguire, Mr. H. D. Croft, and Dr. J. M. Barrie. The benchers present in addition to the treasurer were Lord Ashbourne, Mr. Henry Griffith, Sir Arthur Collins, K.C., Mr. James Shell, Mr. James Mulligan, K.C., Mr. Lewis Coward, K.C., Mr. C. A. Russell, K.C., Mr. Herbert Reed, K.C., Mr. T. Terrell, K.C., Mr. Barnard, and Mr. Duke, K.C., M.P.

Reviews.

The Judicial Dictionary.

THE JUDICIAL DICTIONARY OF WORDS AND PHRASES JUDICIALLY INTERPRETED, TO WHICH HAS BEEN ADDED STATUTORY DEFINITIONS. By F. STROUD, Barrister-at-Law, Recorder of Tewkesbury. SECOND EDITION. IN THREE VOLUMES. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

There are not a few lawyers who have found the former edition of this book of practical value. We remember many years ago a counsel, who is now a member of one of the highest appeal tribunals, telling us that he used the American reports for the purpose of digging arguments out of them to be used in the cases in which he was concerned. This judicial dictionary is pre-eminently a ground from which may be extracted suggestions of the greatest utility, not merely for the advocate in court, but also for the practitioner who has to advise, including the solicitor who, on short notice, has to tell his client the meaning of an expression in a document or Act of Parliament. For the book is not, like the old law dictionaries, a series of dissertations on particular subjects; it is really a legal Johnson or Webster, but extended to phrases as well as to words.

The present edition has been greatly enlarged, not only by the inclusion of statutory, as well as judicial, definitions, but also by the access which the author has obtained to the manuscript word-books of learned judges and counsel, and by investigation subsequent to the last edition. The number of cases and statutes which have been ransacked for definitions is shown by the list prefaced to the book covering 196 pages. It is not surprising, therefore, that the work should have swollen from one portly volume to three convenient-sized volumes.

An investigation of the book has led us to satisfactory conclusions as to its accuracy and completeness. Here and there, of course, an omission might be noticed, but these are few and far between, and in so vast a subject are unavoidable. In most cases the headings are singularly complete. To take a few instances of words very commonly requiring definition, we would draw attention to the headings "Assigns," which contains in a short compass references to the various definitions which have been given of this word in relation to different matters; "effects," in volume 2, which is admirably comprehensive; "endowment," which sums up very well the decision in *Clergy Orphan Corporation* (43 W. R. 150; 1894, 3 Ch. 151); "entitled," which contains an excellent summary of the meanings of the word; "mine," which collects all the decisions; "month," which embodies and illustrates the singular legal meaning of that word; "outgoing," which states the result of the numerous decisions on that word; "reasonable," which commences with a remark that it would be unreasonable to expect an exact definition of the word "reasonable," but nevertheless proceeds to set forth the numerous cases in which it has been considered; "reside" and "usual," which contain full and complete collections of definitions and meanings. We have not mentioned a title of the headings of value and interest in the book, but a perusal of those above referred to will afford some idea of the completeness of treatment. It is to be remembered that a large number of the judicial definitions and explanations cited are embedded in judgments, and are not to be found referred to in other works. For instance, the useful definitions under the head of "Wear and Tear" will, we venture to think, be unknown to most lawyers.

It is not merely in the way of utility that the book will be found valuable; it is frequently amusing, and there is a great deal of curious and out-of-the-way information contained in it. Thus we learn with pleasure that we may safely describe a justice of the peace as "beetle-headed" or a "blood-sucker"; the reason given in *Cro. Eliz.* why the last term is not slanderous being that "it cannot be intended what blood he sucked." It is comforting also to know that a convenient mode of description of persons of a servile character as "Man Friday" to another is not libellous, for "the 'Man Friday' we all know was a very respectable man, although a black man" (per Denman, C.J., in *Hoare v. Silverlocke*, 12 Q. B. D. 632).

Of course the book includes here and there judicial *dicta* which must have been dropped without much consideration, and we observe that Mr. Stroud has been unkind enough to daintier the memorable remark of the present Lord Chancellor, in *Smith v. Cooke* (1891, A. C. 299) that "the ordinary and familiar" mode of creating a resulting trust "is by saying so on the face of the instrument!" How this inane remark could have been allowed to appear in the report of the case has always been a mystery to us.

We should add that the system of cross-references adopted in the first edition has been greatly extended and elaborated in the present edition. It is certainly a great help to the reader. Every facility is given by large headings at the top of each page for reference to any word of which the practitioner is in search.

The labour and discrimination bestowed on the preparation

of this edition must have been enormous, but the author will have the reward of having provided a most useful book for the lawyer's library.

The Law of Compensation.

THE LAW OF COMPENSATION: BEING A COLLECTION OF ALL THE PUBLIC GENERAL ACTS RELATING TO COMPULSORY PURCHASE OF AND INTERFERENCE WITH LAND, WITH NOTES OF ALL THE CASES THEREON. ALSO THE STATUTORY PROVISIONS SPECIALLY APPLICABLE TO LONDON; WITH REPORTS OF CASES, AND A FULL SERIES OF PRECEDENTS. By J. H. BALFOUR BROWNE, K.C., and CHARLES E. ALLAN, LL.B., Barrister-at-Law. SECOND EDITION. Butterworth & Co.; Shaw & Sons.

The law of compensation is of comparatively modern growth, but it is of great practical importance and has been the subject of numerous statutes and decisions. For present-day purposes it may be said to be based on the Lands Clauses Act, 1845, but scarcely less important than the statute itself are the cases which have determined the principles upon which it has to be applied. Prominent among these are the House of Lords decisions—*Hammersmith Railway Co. v. Brand* (L. R. 4 H. L. 171) and others—which have established a code for the allowance of compensation for the injurious affecting of lands under section 68, and which have refused compensation for damage due to the working of a railway as distinguished from its construction. The rule has been severely tested by the recent introduction of "tube" railways, and the authors of the present work print, at p. 123, the clause which has recently received parliamentary sanction for insertion in special Acts, whereby claims for compensation in respect of the working of the railway may be made within two years of opening. In the present edition the cases on section 68 have been very conveniently classified and the rules which they establish clearly stated. The same may be said of other leading subjects relating to compensation—such as the effect of the notice to treat (section 18), with the two noticeable rules that it settles the date at which rights of persons interested in the land are deemed to be fixed for the purposes of compensation, and that the notice does not create a contract until it has been followed by the ascertainment of the amount of the compensation; and such as the procedure whereby a company who give notice to take part of a house may be required to take the whole (section 91). On these and other matters there have been of recent years important decisions, the effect of which is adequately stated in the notes, and the first part of the work forms a very complete commentary on the Lands Clauses Act. This is followed by other statutes bearing on compensation, such as the Railway Clauses Act, 1845, the Waterworks Clauses Act, 1847, and the Electric Lighting Act, 1882, and the appendix contains statutes specially applicable to compensation in the City of London, and Acts passed prior to the Lands Clauses Act, 1845, to which it may be necessary to refer. The appendix also contains a full set of precedents, and reports of the two cases of *Re Ossalinsky* and *Mayor of Manchester and Re Riddell and Newcastle, &c.*, *Water Co.*, on compensation in cases where the lands taken have a peculiar value by reason of their being suited for special purposes. Altogether the work is a very full and useful guide to the law of compensation.

Books Received.

The Solicitors Act, 1888, with Special Reference to Procedure and Practice on Applications against Solicitors, including a Short Account of Proceedings against Unqualified Persons. With Appendices, containing Reports, Notes of Decided Cases, and Statutes. By ARTHUR H. TREVOR, Barrister-at-Law. The Law Society.

Indermaur and Thwaites' Students' Guide to the Law of Real and Personal Property and Conveyancing. Fifth Edition. By CHARLES THWAITES, Solicitor. Geo. Barber.

Statutes of Practical Utility Passed in 1903, arranged in Alphabetical Order, in Continuation of "Chitty's Statutes." With Notes, Incorporated Enactments, and Selected Statutory Rules. By J. M. LELY, M.A., Barrister-at-Law. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

The Annual Digest of all the Reported Decisions of the Superior Courts, including a Selection from the Scottish and Irish, with a Collection of Cases Followed, Distinguished, Explained, Commented on, Overruled or Questioned, and References to the Statutes Passed during the Year 1903. By JOHN MEWS, Barrister-at-Law. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

The Yearly Digest of Reported Cases for the Year 1903 Decided in the Supreme and Other Courts. Including a Copious Selection of Reported Cases Decided in the Irish and Scotch Courts, with Lists of Cases Digested, Overruled, Considered, &c., and of Statutes, Orders, Rules, &c., referred to (in continuation of Beal's Yearly Digest). Edited by G. R. HILL, M.A., Barrister-at-Law. Butterworth & Co.

The Local Government Annual and Official Directory, 1904. Officially corrected. Edited by S. EDGEUMBE ROGERS. Thirteenth year of publication. The Local Government Journal Office.

My Lawyer, the Up-to-date Legal Adviser; with Concise Forms of Wills, Agreements, Notices, &c. By A Barrister-at-Law. Seventeenth year of publication. Effingham Wilson.

The Law Magazine and Review: a Quarterly Review of Jurisprudence. February, 1904. Jordan & Sons (Limited).

Correspondence.

A National Danger.

[To the Editor of the Solicitors' Journal.]

Sir,—In the last few days of the Session of 1897 Parliament was induced to pass an Act with the object of trying as an experiment the system of compulsory registration of title on the purchase of land. The experiment was hedged round with certain precautions, including one that the system should not be tried in any county without the consent of its county council, and that for three years the trial was not to be extended beyond one county, and that the order applying the system to any county could be rescinded at any time. To enable the Act to be worked, the Lord Chancellor was empowered to issue rules "with the advice and assistance" of a Rule Committee consisting of the Registrar of the Land Registry, a Chancery judge, and the nominees of the General Council of the Bar, the Board of Agriculture, and the Council of the Law Society.

The Act came into operation in the County of London on the 1st of January, 1899, and is consequently now entering on its sixth year of trial. So far no other county has adopted the Act—an attempt made in October, 1902, to induce the Northamptonshire County Council to do so having failed.

Notwithstanding strenuous efforts made by various bodies, including the Corporation of the City of London and eighteen of the London Metropolitan Borough Councils, the authorities have hitherto successfully resisted the holding of an independent inquiry into the working of the system, although it was understood when the Act was passed that such an inquiry would be held after three years' trial of the new system had taken place.

Apart from the large sums of public money that have been and are still being spent on the experiment, the system undoubtedly adds grievously to the difficulty, expense, and delay of property dealings in London. Perhaps the most significant proof that can be given of its signal failure is the fact that two new sets of rules, numbering together 371 and 72 forms, came into force on the 1st of January last, superseding all the previous rules, some of which were only passed last year.

The circumstance under which these rules have been issued deserves instant attention. They were not made, as required by the Act, "with the advice and assistance" of the Rule Committee, as the majority of the Rule Committee declined to assent to them. Under the Act the rules are of the force of an Act of Parliament, so the Lord Chancellor has, in effect, constituted himself the sole law-making authority.

When the nature of these new rules is realized, one can well understand why the majority of the Rule Committee declined to be a party to them. They practically give the registrar almost a free hand to issue "absolute" titles that carry with them a *State guarantee*. The extent to which the resources of the country are thus committed by the new rules is unlimited, and may conceivably run into millions.

Under the Act the rules have to lie on the table of the Houses of Parliament for three weeks after Parliament meets. This period will therefore end on the 22nd of February instant, and there is every reason to fear that amidst the distractions of the King's Speech and the fiscal and other controversies, the rules will lie there unnoticed. Is there no one in either House, may I ask, who will make it his business to go into the matter without an hour's delay, with the view to saving the country from what I conceive is a grave national danger?

J. S. RUBINSTEIN.

5, Raymond-buildings, Gray's-inn, W.C., Feb. 1.

One of the queerest ways of will-making was, says the *St. James's Gazette*, that explained before Sir Francis Jeune. A lady, possessed of considerable property, was paralyzed, so sent for her solicitor to dispose of her estate. Bereft of speech, she was unable to give directions. The solicitor wrote down the various items on so many cards; then on other cards he wrote the names of the lady's family. That done, he "dealt" the cards. As he did so his client coupled property with names, and he was able to draw up the will. It was declared good by Sir Francis. But ingenuity runs to madness at times in the conditions imposed. There is a story of a miser who would not "bequeath," but left his gifts as "loans." It must have been one of his kin who, when directed by his father to put a thousand pounds from the estate into his (the father's) coffin, wrote out a cheque for the amount and buried that with his parent.

New Orders, &c.

County Court Fees.

RULES PUBLICATION ACT, 1893.

The Lords Commissioners of His Majesty's Treasury hereby give notice of their proposal to issue a new Order regulating the fees to be taken in County Courts, and they hereby certify that on account of urgency such Order should come into immediate operation as a Provisional Order.

Any public body may obtain copies of the Draft Order on application to the County Court Department, Treasury, Whitehall, London, S.W.

Treasury, 19th January, 1904.

[On inquiry we are informed that the Draft Order has not yet been printed.]

Points to be Noted.

Conveyancing.

Real Estate Charges Act—Lien for Unpaid Purchase-money.

Under the Real Estate Charges Act, 1854 (Locke-King's Act), where any person dies "seised of or entitled to any estate or interest in any land or other hereditaments which shall at the time of his death be charged with the payment of any sum or sums of money by way of mortgage," and no contrary intention is expressed "by his will or deed or other document," then, as between the persons claiming under the deceased persons, the land or hereditaments so charged are primarily liable for the payment of the mortgage debt. By the Real Estate Charges Act, 1877, the word "mortgage" was extended "to any lien for unpaid purchase-money upon any lands or hereditaments purchased by a testator," a form of expression which excluded the extension in the case of an intestate. And, moreover, the form of the Act of 1854 was held to make it inapplicable to leaseholds. Both these defects were remedied by the Real Estate Charges Act, 1877, and the principle of Locke-King's Act was extended to leaseholds and to the case of vendor's lien where the deceased had died intestate. But this latest Act referred only to "any land or other hereditaments," and not, like the Act of 1854, to "any estate or interest in any land or other hereditaments." In construing the Acts, however, the wider expression is to be deemed to run through them. Hence, where a man contracted to purchase a rent-charge issuing out of leasehold property, and died before completion, intestate as to the rent-charge, it was held that the Act of 1877 applied, and that the rent-charge went to the next-of-kin subject to the payment of the purchase-money.—*RE FRASER, LOWTHER v. FRASER* (Byrne, J., Nov. 30) (1904, 1 Ch. 111).

Devolution of Powers of Trustees.—There is no rule, such as suggested in *Cole v. Wade* (16 Ves. 27), that a power vested in trustees which indicates a personal confidence must be understood to be confined to the individual to whom it is given, so as not to be exercisable by a duly appointed new trustee. Every power given to trustees which enables them to deal with or affect the trust property is *prima facie* given to them *ex officio* as an incident of their office, and passes with the office to the holders for the time being; whether a power is so given *ex officio* or not depends in each case on the construction of the document giving it, but the mere fact that the power is one requiring the exercise of a very wide personal discretion is not enough to exclude the *prima facie* presumption, and minute variations in the mode of referring to the trustees are disregarded. The testator's reliance on the individual, to the exclusion of the holders of the office for the time being, must be expressed in clear and apt language. Hence a power vested in "my said trustees" to sell any part of the estate and apply the proceeds for the benefit of the tenant for life was held to be exercisable by the trustees for the time being.—*RE SMITH, EASTICK v. SMITH* (Farwell, J., Nov. 25) (1904, 1 Ch. 139).

The following appointments of King's Counsel were announced on Friday: Sir Kenelm Edward Digby, K.C.B., Mr. Alfred Douglas Adrian, C.B., Mr. Francis Reynolds Yonge Radcliffe, Mr. James William Clark, Mr. Clement Martin Le Breton, Mr. Henry Thomas Kemp, Mr. George Cave, Mr. William James Waugh, Mr. Reginald Brodie Dyke Acland, Mr. Edward Honoratus Lloyd, Mr. Arthur Clavell Salter, Mr. Adolph Max Lazarus Langdon, and Mr. Seymour Coghill Hort Bushe.

We are informed that His Majesty the King has accepted a copy of the new edition of *Strood's Judicial Dictionary* for the Royal Library at Windsor Castle.

Cases of the Week.

Court of Appeal.

BRANDT, SONS, & CO. v. DUNLOP RUBBER CO. No. 1. 29th Jan.

ASSIGNMENT—ABSOLUTE ASSIGNMENT—NOTICE—LETTER DIRECTING PAYMENT TO A CREDITOR—ACKNOWLEDGMENT BY CREDITOR—JUDICATURE ACT, 1873 (36 & 37 VICT. c. 66), s. 25, SUB-SECTION 6.

The action was brought by the defendant company from a judgment of Walton, J. £3,263, alleged to be due from the defendants, who carry on business at Birmingham, under an assignment, or alternatively under an agreement of Liverpool, who owed money to the action were that Kramrisch & Co., defendants. On the 6th of January, 1903, Kramrisch & Co. sold goods to the plaintiffs enclosing a printed document which they requested the plaintiffs to forward to the defendants for their signature. This document consisted of two detached parts. One part was signed by Kramrisch & Co., and was addressed to the defendants with a request to them to sign the attached letter and to forward the same to the plaintiffs; the other part (the attached letter) was addressed to the plaintiffs, and was in these terms: "Herewith we beg to confirm that we shall remit, subject to the approval of the goods, the amount of invoices—viz., £369 and £3,263 for seventy-five packages of raw rubber received to-day from Kramrisch & Co." The plaintiffs on the 7th of January forwarded this printed document to the defendants and it was signed on their behalf and returned to the plaintiffs. The defendants, paid £369 to the plaintiffs, but the £3,263 they paid to Messrs. Kramrisch's general bankers instead of to the plaintiffs, who accordingly brought this action. Walton, J., in a considered judgment, held that Messrs. Kramrisch's letter of the 6th of January, together with the printed document enclosed, amounted to an absolute assignment within section 25, sub-section 6, of the Judicature Act, 1873, and that proper notice of this assignment had been given to the defendants. He therefore entered judgment for the plaintiffs. The defendants appealed. He (L.J.) held that the document did not amount to an absolute assignment within section 25 (6) of the Judicature Act, 1873. The judgment of the court below in favour of the plaintiffs was therefore set aside and the appeal allowed with costs.—COUNSEL, *Bray, K.C.*, and *Schiller; Hamilton, K.C.*, and *Loehnis*. SOLICITORS, *J. B. & F. Purchase; Hollams, Sons, Coward, & Hawksley*.

[Reported by ERSKINE REID, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Re ARTIZANS' LAND AND MORTGAGE CORPORATION (LIM.).

Byrne, J. 26th Jan.

COMPANY—ARREARS OF DIVIDENDS—REDUCTION OF CAPITAL—RETURN OF CAPITAL—STATUTE OF LIMITATIONS—STATUTORY PERIOD.

This was a summons by the liquidators of the above company for the direction of the court as to the distribution of the assets in view of possible claims by unpaid shareholders. The company was incorporated in 1892 with a capital of £187,500, divided into 187,500 shares of £1 each. By special resolution confirmed by the court in August, 1893, the capital of the company was reduced to £93,750 divided into 187,500 shares of 10s. each, and the reduction was to be effected by a return to the shareholders of 10s. for each share. In pursuance of this resolution the directors twice in 1893 sent circulars to the shareholders giving them notice of the resolution and they were entitled to the return of capital above-mentioned. There were numerous shareholders holding small amounts, and many of them made no reply to the circulars, and did not lodge their certificates. Those who did reply had 10s. per share returned them. In April, 1903, it was resolved to wind the company up voluntarily, and the applicants in the summons were appointed joint liquidators. The liquidators desired to know if they could distribute the assets without regard to the possible claims of those shareholders to the sums of unpaid capital returnable under the resolution for reduction of capital, and they took out this summons against two respondents who had been respectively appointed by the court to represent the two classes of shareholders mentioned below, asking for a declaration that the claims of the shareholders who had not had the 10s. per share returned them, and also that the claims of any shareholder to dividends in whose favour the warrants had been issued more than six years before the commencement of the winding up of the company were barred under the Statute of Limitations. It was argued on behalf of the liquidators that as a right to sue for the dividends at common law arose immediately upon their being declared, they must be barred at the end of six years, and that the same principle applied to the unreturned capital. No English case had been decided on the point. The respondents argued that the company had become trustee of the unpaid capital for the shareholders, and that consequently the Statute of Limitations did not apply, and that the arrears of dividends were specialty debts which could only be barred by a lapse of twenty years.

BYRNE, J.—It is clear from *Re Severn and Wye and Severn Railway Bridge Co.* (49 SOLICITORS' JOURNAL, 337; 44 W. R. 347; 1896, 1 Ch. 559) that there is no trust in the case of the unclaimed dividends. In the Irish case of *Smith v. Cork and Bandon Railway* (Irish Rep. 5 Eq. 85) Christian,

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L.J., said that arrears of dividends on preference shares were specialty debts only barred at the end of twenty years, and in *Re Drogheda Steam Packet Co. (Limited)* (Irish Rep. 1903, 1 Ch. 512) it was held that the same rule applied to dividends on ordinary shares. I accept these cases as guiding authorities. As regards the unreturned capital, I see no distinction between undrawn dividends out of profits of the company and unpaid returns of capital as regards the statutory period, and I think that the period of twenty years applies to both. This renders it unnecessary for me to consider whether there is any trust in the case of the unpaid returns of capital, as in any case they cannot be distributed now.—COUNSEL, *Whinney; H. Greenwood. SOLICITORS, E. C. Rawlings & Butt.*

[Reported by NEVILLE TREBUTT, Esq., Barrister-at-Law.]

Re FOX. WODEHOUSE v. FOX. Byrne, J. 28th Jan.

WILL—CONSTRUCTION—ADVANCEMENT—DUTY TO ACCOUNT.

Adjourned summons. By his will, the testator bequeathed his residuary estate upon trust to pay the income to his widow for life, and, on her death, to his children as she should by will appoint. There was a proviso for hotchpot and an advancement clause. The testator died on the 20th of October, 1883. His widow died on the 9th of July, 1901. Four children survived them, to one of whom, Raymond Fox, advances amounting to £705, and purporting to be made under the power of advancement, were made during the widow's lifetime. By her will, dated the 22nd of June, 1898, the widow recited the power of appointment under the testator's will, and appointed the estate in equal shares among all the children. Raymond's share was settled on him for life, and afterwards on his children. It was contended that Raymond ought to account for the £705 advanced to him so as to equalize the shares of the children.

BYRNE, J., held that the hotchpot clause had no application, and that there was no general equity that a person who had been advanced should repay the sum advanced in such circumstances as these. The question really was whether, looking at the appointment which had been made, the advancement share should be brought into account. *Re Gosset* (19 Beav. 529, 4 W. R. Dig. 88) made it clear that such share was taken out of the settlement altogether. His lordship also referred to *Laurie v. Banks* (4 K. & J. 142, 6 W. R. 244). Looking at the widow's will, he could not say that she had made an appointment of what at that time constituted her husband's estate, so as to ensure the bringing of the amount of the advances into account. There was nothing unreasonable in such a scheme, for the appointor could always appoint so as to ensure that the amount of the advances should be brought into account.—COUNSEL, *Humphreys; Crossfield; Harman. SOLICITORS, Gribble, Oddie, Sinclair, & Johnson, for Osborn, Ward, Vassall, & Co., Bristol; C. E. S. Whitford.*

[Reported by PERCY H. WINFIELD, Esq., Barrister-at-Law.]

ATTORNEY-GENERAL v. ASHTON GAS CO. Buckley, J.

20th and 26th Jan.

GAS COMPANY—STATUTORY MAXIMUM DIVIDEND—PAYMENT FREE OF INCOME TAX—INCOME TAX ACT, 1842 (5 & 6 VICT. c. 35), ss. 54, 60, SCHEDULE A, RULE NO. III. (3).

This was an action brought by the Attorney-General at the relation of the Corporation of Ashton-under-Lyne and by the corporation to restrain the defendant company from (in effect) paying its statutory maximum dividend free of income tax. The company was incorporated in 1847. By sections 16 and 17 of its special Act of 1877 "the profits to be divided" in any one year were not to exceed £10 per cent. (in the Act called "the standard rate of dividend") on its ordinary share capital, with a proviso which allowed the standard rate of dividend to vary inversely with the standard price of gas, which price was also fixed by the Act. For many years the company had made large profits, out of which it had paid the maximum dividend payable under the sliding scale. By paying these dividends free of income tax, the company (according to the contention of the corporation, who are large consumers of gas) in effect paid larger dividends than were lawful. The present action was accordingly brought. The following cases were cited: *Mason v. Ashton Gas Co.* (54 L. T. 708), *Last v. London Assurance Corporation* (10 A. C. 438), *Gilbertson v. Ferguson* (7 Q. B. D. 562), *Partington v. Attorney-General* (4 E. and I. App. 100, 122), *Morley Docks v. Lucas* (8 A. C. 891), and *London County Council v. Attorney-General* (1901, A. C. 26).

BUCKLEY, J., in the course of a reserved judgment, said that the obvious solution of the question was that, when the company paid, say, 10 per cent. free of income tax, it gave the shareholder 10 per cent., and relieved him from liability to make any payment to the Revenue or allowance to the company out of it. He thus got more than a 10 per cent. dividend. For the company it had been argued that, as, under the machinery of the Income Tax Acts, it was assessed under Schedule A, and paid income tax upon all its profits, it had nothing out of which it could pay its members dividend beyond the balance which remained after it had paid the income tax which was payable by it; and therefore, that out of that fund it was entitled to give the shareholders, say, not exceeding 10 per cent. That argument, he thought, rested upon a fallacy. The profits were not arrived at after deducting income tax; the income tax was a part of the profits. A proportionate part of the profits payable to the Revenue was not a deduction before arriving at, but a part of the profits themselves: see Lord Blackburn's judgment in *Last v. London Assurance Co.* Under the Income Tax Acts all income had to pay the tax, but not twice over; if it had already been paid under Schedule A, it need not again be paid under Schedule D. But that did not prove that a person who received a distributive share of the fund did not bear income tax in respect of his ownership of shares in the company. The Act of 1842 provided that he should. Section 40 made the company chargeable, and provided that its officer should do the necessary acts and make the necessary returns on its

behalf. By section 54 he was to prepare a statement of the profits before any dividend should have been made thereof to the member, and the member was to allow out of such dividend a proportionate deduction in respect of the duty so charged. The present company was governed by section 60, Schedule A, No. III. (3). That section reproduced some part of the matter which had already been dealt with by section 54, and the words as to the allowance of the proportionate deduction of the duty were not identical with the words of section 54. For the words in section 54, "all such other persons and corporations or companies," section 60 substituted the words "all such persons, corporations, companies, and societies," and for the words "out of such dividends" substituted the words "out of such produce or value." On that it had been argued that the persons who were to make the allowance under section 60 were, not the members of the corporation, but the corporation itself, and that the words were intended to provide that the corporation should make the allowance to its treasurer. He thought, however, as matter of construction, that the person to allow under section 60 was the same person as he who was to allow under section 54—viz., the member. But even if the suggested construction of section 60 were right, the liability of the members to make the allowance would still be enforced by section 54. When the company declared and paid a dividend of 10 per cent., the member would be bound to allow the company to deduct the income tax upon his dividend, and he would receive a net sum of less than 10 per cent. When the company declared and paid a dividend of 10 per cent. free of income tax, the member received a sum larger by the amount of the income tax, which was not then to be deducted. The whole question was, were the profits thus divided among the shareholders in excess of 10 per cent. on the capital? He thought they were, and the action therefore succeeded.—COUNSEL, *Danekeerts, K.C.; and R. J. Parker; H. Terrell, K.C., and W. M. Cann. SOLICITORS, Sharpe, Parker, Pritchards, Barham, & Lawford, for F. W. Bromley, Ashton-under-Lyne; Burgess, Cosens, & Co., for Arthur Buckley, Manchester.*

[Reported by H. L. ORMISTON, Esq., Barrister-at-Law.]

CHRISTY v. TIPPER. Joyce, J. 19th, 20th, 21st, 22nd Jan., and 1st Feb.

TRADE-MARK—REGISTRATION—"INVENTED WORD"—PATENTS, DESIGNS, AND TRADE MARKS ACT, 1888 (51 & 52 VICT. c. 50), s. 64 (d).

The plaintiffs sought an injunction to restrain the defendants from selling any veterinary preparation not of the plaintiffs' manufacture under the name of "Absorbine," or by any other name which was a colourable imitation thereof or otherwise was calculated to represent or lead to the belief that such preparation was the plaintiffs', and to restrain the infringement of the plaintiffs' registered trade-mark, and also claimed an injunction to restrain the defendants from passing off their goods as those of the plaintiffs. The defendants denied that they were attempting to pass off their goods as the plaintiffs', and alleged that the registration of the word "absorbine" as a trade-mark was improper and not an "invented word" within the meaning of section 64 (d) of the Patents, Designs, and Trade-Marks Act, 1888, and applied to have the same removed from the register. The plaintiffs, Christy & Co., were the agents in this country for the plaintiff Young, who carried on business in America, and manufactured, among other things, a liquid preparation for the removal of swellings in horses' legs, and had registered the word "Absorbine" for this preparation. The defendants had made and previously sold an ointment, "Tipper's Absorbent Ointment," for application in cases similar to those of the plaintiffs' liquid remedy. The defendants had changed the name of their ointment to "Absorbine Tipper's" about the same date as the plaintiffs had registered the name as a trade-mark. The question which had now to be decided was whether "Absorbine" was or was not an invented word within the meaning of the section.

JOYCE, J., held that "Absorbine" was not an invented word within the meaning of the section, as it might be merely a mis-spelling of the present participle of the verb "absorb," or that participle pronounced in a careless, slovenly fashion, or might be the common English word "absorb" with a meaningless but common termination added thereto: *Eastman Photographic Materials Co. v. Comptroller-General* (47 W. R. 152; 1898, A. C. 571). The cases of *Linotype Co.'s Trade-Mark* (1900, 2 Ch. 288) and *Pell's Trade-Mark* (17 Pat. R. 266) were distinguishable as the facts in those cases differed to a material extent. The word, was not an invented word and must be expunged from the register of trade-marks.—COUNSEL, *Hughes, K.C., and Sebastian; Younger, K.C., and E. P. Hewitt; R. J. Parker. SOLICITORS, Lionel E. Townroe; Belfrage & Co., for T. W. Robinson, Birmingham; The Solicitor to the Board of Trade.*

[Reported by C. W. MEAD, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

LEWIN AND OTHERS v. GEORGE HEWNES (LIM.). SAME v. F. WARNE & CO. Div. Court. 12th Jan. and 1st Feb.

RATES—ASSESSMENT OF HOUSES OF THE INHABITANTS OF A PARISH—RATES TO BE "BORNE AND PAID BY THE OCCUPIERS OF SUCH HOUSES"—BUSINESS PREMISES—12 CAR. 2, c. 10, s. 3—51 GEO. 3, c. 150, s. 2.

These two cases were heard together. They were appeals by the defendants from the Westminster County Court. The judge held that the appellants, who occupy certain premises in Covent-garden, were liable to the rector's rate in respect of those premises under the statute 12 Car. 2, and the amending statute 51 Geo. 3, c. 150. The premises comprised altogether forty rooms, and were used by the appellants chiefly as a store and counting house in their business as publishers. They were connected internally. Three rooms were used for the residence by day

and night of a servant of the defendants and his wife, who acted as caretakers, and who had access to the whole building by means of internal communications. The statute 12 Car. 2, c. 10, section 3, directs the rate to be assessed upon the inhabitants of the parish according to the improved value of the yearly rent of the respective houses of such inhabitants. Section 2 of the amending Act says that the sum charged (£520) is thereby charged upon all houses within the parish and all the rates and assessments "shall be borne and paid by the occupiers of such houses." The defendants appealed on the ground that the premises did not constitute a "house" within the meaning of the statutes.

THE COURT (LORD ALVERSTONE, C.J., and KENNEDY, J.), having taken time to consider their judgment, dismissed the appeals.

KENNEDY, J., in delivering the written judgment of the court, said: In *Surman v. Darley* (14 M. & W. 181), the judges of the Court of Exchequer, in the year 1845, had to deal with a similar question under the same statutes. They had to decide whether or not the proprietors in possession of the Covent Garden Theatre were liable to the rector's rate. Obviously the theatre was not designed or built for inhabitation or for the purposes of a dwelling-house. No person slept or resided in it. The court held that it was not liable to assessment. The judges (Pollock, C.B., Anderson, Rolfe, and Platt, BB.) were all of opinion that the term house *prima facie* means a dwelling-house; and the effect of the judgment was that, according to the true meaning of these enactments, the rector's rate is imposed only upon houses occupied as dwelling-houses, or, at all events, on those houses which are capable of being occupied as dwelling-houses. The Covent Garden Theatre plainly did not satisfy this test of rateability; but, in their (the learned judges') opinion, as in that of the county court judge, the premises in question did. They were built as dwelling-houses; they were capable, so far as structure was concerned, of being inhabited or occupied as dwelling-houses, and they were dwelt in night and day by the respondents' servant and his wife, who had access to every part of the building, which was internally connected throughout and must be treated as one. This court was of opinion that their decision did not in any way conflict with any of the judgments cited from cases which had been decided under the provisions of the statutes relating to the duties on inhabited houses. In the present case no question of the division of the building into separate houses or tenements by structural severance arose. They, the learned judges, could see no authority in Lord Herschell's language in *Russell v. Town and County Bank* (13 A. C. 418, at p. 427, 36 W. R. Dig. 96) for their holding in the present case that, under statutes which were not passed for fiscal purposes, but were passed in order to make provision for the spiritual wants of the dwellers in the parish by a rate levied on the occupiers of all houses within the parish which are capable of being used as dwelling-houses, a building may not properly be treated as a dwelling-house, although the larger part of the building was used for the time being for the purposes of trade or business, if, in fact, the whole of the building is capable of being used as a dwelling-house and persons whether caretakers or others, did, in fact, dwell in part of it. One other argument addressed by the appellants was that, if any persons were to be rated, it should be the caretaker. They, the learned judges, were of opinion, that as the occupation of the caretaker is the occupation of a servant for and in the service of his employers, the appellants, it was they and not he who must, for rating purposes, be treated as occupiers. The appeal must be dismissed with costs.

As regards the case of *Levin and Others v. F. Warne & Co.* it was agreed that there was no material distinction between this and the preceding case, and therefore this appeal failed also. They did not think it made any difference that the rooms occupied by the caretaker and his wife were situated in the upper floor of one of several houses now internally connected and used as one. Appeal dismissed.—COUNSEL, W. Clarke Hall; E. Grimwood Mears. SOLICITORS, Bartlett & Large; Hoyle & Parry.

[Reported by E. G. STILLWELL, Esq., Barrister-at-Law.]

CHAPMAN v. WINSON. Div. Court. 22nd Jan.

PRINCIPAL AND AGENT—COMMISSION—"WHEN AND IF THE PURCHASE IS COMPLETED BY PRIVATE TREATY."

This was an appeal by the plaintiff from the decision of his Honour Judge Austin, sitting at the Bristol County Court. The action was brought to recover certain commission. In June, 1902, the defendant was trying to sell a hotel, particulars of which he gave to the plaintiff, who knew a lady who was a likely purchaser, and on the 8th of September, 1902, he gave the plaintiff the following commission note: "If your friend is named and introduced within one week, and becomes the purchaser of the above hotel, you shall be paid as and by way of commission a sum of £50 when and if the purchase is completed by private treaty." The lady was thereupon introduced to the defendant by the plaintiff, and on the 11th of September she signed a contract agreeing to purchase the hotel from the defendant for the sum of £2,000, and by way of deposit she paid the defendant the sum of £200. Subsequently she found that she would not be able to complete the purchase, and an arrangement was come to between the defendant and herself whereby it was agreed that the defendant should release her from the contract, and that he should retain the deposit of £200. This was accordingly done, and the plaintiff thereupon brought this action, claiming that he was entitled to his commission. The county court judge gave judgment for the defendant, being of opinion that as the purchase went off through no fault of the defendant, and was never completed in the ordinary meaning of the word, the plaintiff was not entitled to recover commission. From this decision the plaintiff now appealed.

THE COURT (WILLS and KENNEDY, JJ.), in allowing the appeal, held that on the true construction of the commission note dated the 8th of September the plaintiff was entitled to his commission, and they therefore reversed

the decision of the court below. Appeal allowed.—COUNSEL, J. A. Hawks; Brook Little. SOLICITORS, William G. Card, for E. Woodhouse Veale, Bristol; Darling & Cunningham, for F. J. Turr & Son, Bristol.

[Reported by E. G. STILLWELL, Esq., Barrister-at-Law.]

R. v. JUSTICES OF WEST RIDING. Div. Court. 1st and 2nd Feb.

LICENSING APPEALS—COSTS—EMPLOYMENT OF COUNTY SOLICITOR—ALEHOUSE ACT, 1828 (3 GEO. 4, c. 6), s. 29—LICENSING ACT, 1902 (2 ED. 7, c. 28), s. 20.

This was the hearing of rules *nisi* for *certiorari* and *mandamus* granted at the instance of the justices of the licensing sessions of East Morley. The following facts appeared from the affidavits: At the quarter sessions for the West Riding, held on the 16th of April, 1903, one Squire Briggs appealed against the refusal of the licensing justices of East Morley to renew the licence of the "Crown Point Hotel," and at the same sessions an appeal was heard against the refusal by the justices to renew the licence of the "White Hart." Quarter sessions allowed the appeal as regards the "White Hart" and dismissed it as regards the "Crown Point." The costs of the respondent justices were to be borne in one case by the unsuccessful appellant and in the other case by the county fund. It has been the custom for many years in the West Riding of Yorkshire to appoint a county solicitor, and that officer is now appointed under section 66 of the Local Government Act, 1888. It is the duty of that officer, who receives a salary out of the county funds, to act for the justices in all judicial business, and as a matter of practice the county solicitor had always acted for the justices on appeal from their decisions. The licensing justices, however, instead of employing the county solicitor, employed their clerk, who is a solicitor, to act for them in the two appeals in question. The court of quarter sessions having ascertained that fact, expressed their opinion that the licensing justices had acted wrongly in disregarding this practice, which was beneficial and economical to the inhabitants of the Riding, and they accordingly ordered the profit charges of the solicitor should be disallowed. The licensing justices obtained rules *nisi* for *certiorari* and *mandamus* on the ground that the justices had no jurisdiction to deprive them of costs to which they were entitled in the first appeal by virtue of the Alehouse Act, 1828, s. 29, in the second appeal by virtue of the Licensing Act, 1829, s. 20. The provisions of the Alehouse Act, 1828, s. 29, provide that the unsuccessful appellant in the case of an appeal against the licensing justices' decision, shall pay a sum sufficient to indemnify the justices against the costs of an appeal, and section 20 of the Licensing Act, 1898, provides for a similar indemnity out of the county fund in cases when the appeal is successful. It was contended by counsel who shewed cause against the rule that the case was one of an exercise of discretion by the county justices. They had decided that the costs in question were not properly incurred, and having exercised their discretion this court would not interfere with the order. Counsel cited *R. v. Winder* (48 W. R. 605; 1901, 2 Q. B. 667), *R. v. London Justices* (1895, 1 Q. B. 616), *Hazley v. West London Extension Railway* (37 W. R. 625, L. R. 14 App. Cas. 26), *Roberts v. Jones* (1891, 2 Q. B. 194). In support of this rule it was contended that the question was not one of discretion, but was meant to raise the question whether the licensing justices were bound or not to employ the county solicitor. Quarter sessions had no jurisdiction to deprive justices of their indemnity because they did not employ the county solicitor.

THE COURT (LORD ALVERSTONE, C.J., and LAWRENCE and KENNEDY, JJ.) allowed the appeal.

LORD ALVERSTONE, C.J.—I think the order went too far and cannot be supported. I think if counsel had made good his position, that the magistrates had fixed a sum which, in their opinion, would indemnify the justices from the costs to which they had been put, we could not have interfered. That is not the way, however, in which the question comes before us. It appears, on the face of the order, that it was made in view of particular matters brought before the court. The affidavits shew that the order was made, not as a taxation of the costs, but as a special order because the court thought the licensing justices should have engaged the county solicitor to act for them on the appeal. I have no doubt there is no rule or law which compels the licensing justices to employ a particular solicitor. The order drawn up under the circumstances is not an order under section 29, and therefore the objection raised against the rule being made absolute does not hold good.—COUNSEL, Danckwerts, K.C., and Compston; Macmorran, K.C., and Greenwood. SOLICITORS, Greenwood & Greenwood; Clement Edwards & Co., for Trevor Edwards, Wakefield.

[Reported by ALAN HOGG, Esq., Barrister-at-Law.]

Solicitors' Cases.

Solicitors Ordered to be Struck Off the Rolls.

- Feb. 1.—WARWICK VERNON BRADLEY.
- Feb. 1.—FREDERICK ERNEST LAYTON, 8, Park-street, Windsor.
- Feb. 1.—RICHARD SMITH MASON, 70, Lincoln's-inn-fields.
- Feb. 1.—CHARLES ROBINSON, 28, Nethergreen-road, and Fig Tree-lane, Sheffield.
- Feb. 1.—RICHARD EDWARD SPURRELL (otherwise EDWARD SPURRELL), Carmarthen.

It is stated that Lord Desart, the Director of Public Prosecutions, has written to the proprietors of certain newspapers that advertise hidden treasure intimating that unless they undertake to discontinue the publication of such notices, the Attorney-General will proceed against them for causing a public nuisance.

Law Societies.

The Law Society.

GENERAL MEETING.

A GENERAL meeting of the Law Society was held on Friday, the 29th ult., at the society's hall, Chancery-lane, the President (Mr. GRAY HILL, Liverpool) taking the chair. The following members of the Council were present: Mr. Thomas Rawle (Vice-President), Mr. Henry Attlee, Mr. Charles Mylne Barker, Mr. James Samuel Beale, Mr. Edmund Kell Blyth, Mr. Ebenezer John Bristow, Mr. Robert Ellett (Cirencester), Mr. William Howard Gray, Mr. Henry Edward Gribble, Mr. William John Humphrys (Hereford), Mr. Henry James Johnson, Mr. Stephen Henham King, Mr. William George King, Mr. Frederic Parker Morrell (Oxford), Mr. Richard Pennington, Sir A. K. Rollit, B.A., LL.D., D.C.L., M.P., Mr. Charles Leopold Samson, Mr. Charles Stewart, Mr. Richard Stevens Taylor, Mr. Walter Trower, Mr. William Melmoth Walters, Mr. William Howard Winterbotham, and Mr. Philip Witham, together with the following extraordinary members: Mr. William Charles Mercer Adam (Bath), Mr. Charles James Ernest Crosse (Manchester), Mr. Thomas Eggar (Brighton), and Mr. Charles Elton Longmore (Hertford).

PRIZES.

The PRESIDENT, at the commencement of the meeting, distributed the special prizes awarded to successful candidates for the year 1903, and also the prizes for the June and November final examinations, as follows: Mr. R. J. Sutcliffe, the Scott Scholarship, the Clement's-inn Prize, the Clabon Prize, the Reardon Prize, and Certificate of Merit; Mr. T. Guillaume, the Mellersh Prize; Mr. William Jones, the New-inn Prize; Mr. W. Bell, LL.B., Victoria University, Law Society Prize and Certificate of Merit; Mr. C. M. Crossman, Law Society Prize; Mr. W. H. Champness, Law Society Prize and John Mackrell Prize; Mr. W. Trenholme, John Mackrell Prize; Mr. Hilderley, Gold Medal; Mr. Bull, Clifford's-inn Prize and Clabon Prize; Mr. Barton, Law Society Prize. Certificates were also awarded to the following: Mr. Cocks, Mr. Rushton, Mr. Davies, Mr. Eastburn, Mr. Green, Mr. Johnson, Mr. Wilson, Mr. H. P. Cain, LL.B. (Victoria), Mr. J. E. Eales, Mr. R. Procter, B.A. (Cambridge), Mr. L. A. Smith, B.A. (Oxon.), Mr. E. G. Eliot, B.A. (Oxon.), Mr. A. H. Holland, Mr. H. E. Reynolds, and Mr. W. L. Rothera. There had been no distribution on this occasion of the Travers Smith Scholarship, because the trustees of that bequest, who were not composed entirely—in fact, only to the extent of one-half—of members of the Council, had not recommended anybody for the scholarship. Under these circumstances it was not in the power of the Council to confer the scholarship.

SOCIETY'S LEGAL EDUCATION.

He would like to say a little about the progress of the society's new system of legal education, which he thought they would be very glad to hear was of a very satisfactory character. Before the change which had been made—a change which was very greatly due to the interest shown and the assiduity employed by his predecessor, Sir Albert Rollit—before that change the number of students in London had dwindled down to twenty-four. Under the new system there were entered in September last seventy, and to-day the number was 127. Many of those students attended more than one class, or lectures and classes, and if one could count them all by including all those lectures and classes as separate affairs, he was pleased to be able to tell them that there were 300 entries at the present time. With regard to the quality of the lectures, he had not rested on hearsay, but had taken occasion himself to attend a good many of them. He had attended, he thought, five of Mr. Jenks' lectures and one of another professor's, and one lecture by their esteemed colleague, Mr. C. M. Barker, on mortgages, which was given gratuitously—the first one given by him—the other night. At that lecture, he was pleased to say, there were 120 students present, who listened with the greatest interest to what Mr. Barker had to say. The quality of those lectures was most admirable. He did not know that he had ever listened to any lectures upon any subject which were so interesting—he might say positively, so charming—as those of Professor Jenks. And it was delightful to see the attention, the intense interest, with which the students followed all the professor said. He remembered, five-and-forty years ago, forming one of a large number sitting in that hall, listening to lectures, which were very good lectures indeed, no doubt. He regretted to say of them that, although the attendance was large, the number of those who were slumbering and the number of those who did not listen closely was very considerable. He had most carefully observed the students at the present lectures, and he could say honestly that he had not seen one who was not following with care and attention all that the lecturer said. Therefore he felt that the society were in the right course. A cry had been raised against the society's system. It had been said that solicitors ought to be employed to educate solicitors. If by that were meant education in the practical part of their business, he would entirely agree; and it must not be thought for a moment that the Council had endeavoured in any way to exclude solicitors from the appointments they had made. They had had very few applications from the members of the solicitor branch of the profession, and in none of these cases did the applicants seem to be equal to those who had been appointed. It should be remembered that it was not a question of what profession a man followed outside the tuition; the question was, whether he was qualified to teach. Teaching was a special matter altogether. A man might have great knowledge, but might not have the power to impart it, and he thought the Council had done wisely in selecting the present principal

and his assistants, who had succeeded so admirably with the new system. He wanted to make one appeal to the members. Many of them had articulated clerks. Articled clerks had their merits, but they had also sometimes their defects. They were a little too disposed to put off the evil day of preparation for examination, and to try and to rush through in three or six months that course of instruction which ought to last over several years. He did not say, speaking from his own experience, that a principal could induce every articulated clerk to do what he told him, but the principal had great influence. Let them then use their influence in inducing the articulated clerks to avail themselves of the excellent system of education which the society had established. He hoped the members would kindly bear that point in mind.

SCHOOL OF LAW.

He wanted to say something about the School of Law. He thought he should in that matter anticipate the answer to a question which Mr. Ford had put upon the notice-paper. In the first place, Mr. Ford's question began with an erroneous assumption, if he would allow him to say so. Mr. Ford had given notice to ask: "Whether the Council is supporting the proposal of the four Inns of Court for the establishment of a School of Law; and if not, why not?" The scheme was put forward by the Attorney-General. The society and the Council had for many years been strongly in favour of a school of law, which should be open to both branches of the profession, and, indeed, to all His Majesty's subjects. He need not go through all the whole miserable history of the sale of the various foundations, and the distribution of the funds amongst those who chose to consider themselves entitled to them. The funds arising from the sale of those inns should have been applied to public purposes. There was one instance—he thought, a most unfortunate instance, because it led to imitation on the part of many others—the sale and division of Serjeant's-inn. He did not say, and he did not believe, that there was any trust for education in that case; but it could never have been intended by the founders of that inn that the money should have been distributed amongst private persons; the inn was founded for a public purpose. And when the proceeds from the sale of that inn were divided by some of those who were highest in the legal profession it introduced an evil example, which was followed by others. The Council had sought the opinion of the Attorney-General of that day and of the Charity Commissioners about the year 1880—he was not perfectly sure of the date—with reference to Barnard's-inn, and they had failed to obtain any support in their opposition to the disposal of the funds. He did not know whether, in point of fact, there was a trust in that case, although the Council had the advice of an eminent equity barrister that there was. But the application having been rejected, the Council were discouraged from taking further steps; and it was not until some public-spirited people—he did not know who they were—who were members of Clifford's-inn, an inn composed, let it be remembered, about half of members of the Bar and about half solicitors, took the point that there was a trust for legal education in that case, and that the property could not be privately divided—it was not till then that the Council were roused to take action. They attempted on that case to get before the court and to be made parties to the proceedings, but the court would not permit of that being done. The court, however, held in that case that there was a trust. Then, when the same process was attempted to be applied to New-inn, the society stepped in. They were parties to the proceedings, and, with the assistance of the Attorney-General, got the decision of the court that the funds were to be applied to legal education. The result was—and it was no use crying over spilt milk, or regretting what had already been done with regard to the previous two inns, that there remained in court now £132,500 available for legal education. Thereupon, the Attorney-General proposed the establishment of a School of Law with that fund, which should be open to both branches of the profession. A resolution was passed by the Council in favour of the adoption of such a school, and the Inns of Court appointed a committee of four from each inn to represent them in discussing the matter. The Council met the committee, he thought it was last July—at any rate, shortly before the Long Vacation—and they were unable at that time to agree upon the terms. The great point that they were desirous of fixing, first of all, was the proportion of representation to be accorded to the society. The Inns of Court, in their resolution, offered to give the society the position of one Inn of Court—that was to say, to give them four representatives as against four from each of the inns. The Council did not wish to take any grudging part, but at the same time they felt that a merely complimentary representation of that kind was unjust to the solicitor branch of the profession, and that they could not enter into the scheme with that heartiness that was necessary for the purpose of success if a better representation was not given to them than that. The Council discussed the matter; he had himself had many interviews with the Attorney-General upon the subject. The Council were naturally pressed to say what would content them. There they had a great difficulty. No doubt many of the members would feel that they ought to have an equal representation with the Bar. The number of their students exceeded those of the Bar; but it must be remembered that the funds in the possession of the Bar were much greater than those of the solicitors, and that representation must have some reference to taxation. And they must remember that the prestige of the Bar was greater than that of the solicitors, and that they were more ambitious in their profession and educated with a higher aim than were the solicitors. The Council had to come to a decision, and they had taken upon themselves to say that they would be content with half the representation accorded to the Bar—that was, double what the Inns of Court had proposed. He was glad to say that the Attorney-General, as far as he was concerned, had accepted that proposition; it had been accepted, he thought he might say, absolutely by two of the Inns of Court, and practically by the other two. Of course, the Council could only proceed by steps in the matter. The Inns of

Court would wait, as the Council themselves were at first disposed to wait, to see the whole proposal before they could say that they agreed to it. All was still in the preliminary stage, but he was very pleased to state that everything was progressing satisfactorily. The Council felt that if they had sufficient representation to enable them to represent properly to the governing body what their wants and requirements were, they should not anticipate that they would be disregarded, and that they should believe in the willingness of the Bar to assist them in satisfying the requirements of the students in the solicitor branch of the profession. They had also felt that, even if they had equal representation with the Bar, there were other members to be added to the governing body of an official character who would indirectly represent the Bar, and so in any event, if any momentous question arose, which he did not at all think would be the case, with the goodwill of both sides, the Council would be outvoted. Therefore he hoped he should have the approval of the members in the course the Council had taken in being satisfied with half the representation. That would give them full opportunity of stating all that they required. The Inns of Court at present spent in legal education a total of about £8,000 a year. No doubt a great deal of economy would result if, instead of each inn spending something like £2,000, that fund were all put together, with one common governing body. The income to be derived from the £132,500—he expected the interest on the money would pay the cost of the scheme, and that it might be regarded as existing—would be something like £4,000 a year. So that there would be £12,000 a year without anything being contributed by the society. But, of course, the society was bound to contribute. What the Council proposed was to contribute so much as was now spent upon the London education of articled clerks; and if they were enabled afterwards by statutory powers to obtain further sums, to contribute more. They had, of course, to remember that they were in a different position from the Bar in this respect, that they must provide for the education of country articled clerks. At present the society spent £1,200 a year for that purpose; most willingly would they spend more. And more demands were being made upon them. Local societies for education were being established, and, of course, they must be prepared to meet further demands in that respect in that direction. Therefore, as the society were at present situated, they were debarred from spending any very large amount for the school. But no special demand had been made upon them by the Bar to contribute any special sum. The Bar were satisfied with the Council's assurance that they would do all they could, and that if they could do better in the future they would. What the Council wanted the members to feel was that they would enter on this great scheme in no grudging spirit, and would do their very best to further it. They would proceed by steps, and gradually this school, this great teaching body, would, he trusted, be reached.

SOCIETY'S MEMBERSHIP.

There was one way of obtaining funds which was very easy. If it were only possible to induce a larger number of the profession to join the society that could be brought about. Last year the total addition to the society's numbers—he recollected Mr. Ford calling attention to it at the last meeting—was only three. He was glad to say that they had done somewhat better this year. The vice-president and he, and some other members of the Council, had been putting their shoulders to the wheel, and they had got more members. There was—he did not say a net increase, he would come to that presently—but there was an increase of 270 members since the 30th of July. Of course there had been deaths—a few—and there had been those who had forgotten to pay their subscription, which after a time no institution could endure without exclusion. This was not very creditable to some members of the profession, and the net result was that there was an increased membership of 129 for the half-year. That was satisfactory as far as it went; but it was nothing to what it ought to be. The society had now 7,977 members, but there were 16,200 members of the profession. He knew that there were some, perhaps managing clerks, perhaps young struggling men, who were unable to afford the expense of the subscription, small as it was, but how many there were who simply stood aside and criticised, and would not come in and help. He had received a letter the other day from a gentleman, who proposed to him what he thought an utterly impracticable scheme, and he had told him so. He had said: "I presume you are a member of the society, and if you think proper you can move it at a general meeting." The reply was: "Oh, no, I do not belong to the society. When the society acts in a proper way, perhaps I may be induced to join." Now, if everybody treated the society in that way, where would the society be? The members should go forth as missionaries, and bring in recruits. He knew that circulars did very little; letters did something. He had written shoals of letters, but personal application would do everything. If they would only look at the Law List or at Waterlow's Lawyers' Companion, where a star indicated membership of the society, they would find the names of many who ought to belong to the society who could amply afford to do so. He would urge the members to try to bring them in to join the society, and specially at the present time, when there was this great question of the School of Law before them, and they wanted the support of the whole of the profession. What was the besetting sin of the profession? It was particularism. Every man for himself, and too often against his neighbour. Let them have a little co-operation. Let the profession feel its loyalty to itself and its loyalty to the society, and they would not have to complain of inefficient efforts due to insufficiency of funds. What could not 16,000 members do all speaking with one voice? Let them think of the influence of the solicitors all over the country, each in his circle a man of influence. What could they not do if they were all one in the matter?

SOLICITORS' BILL.

There was one more matter: the Solicitors' Bill which had been brought into Parliament, a Bill to enable the society to exclude from practice by refusing to renew the certificates of undischarged bankrupts in the profession who could not properly account for their bankruptcy. That was a Bill for the protection of the public. It passed through the House of Lords without question. When it got to the House of Commons it was opposed by certain members, who opposed everything, especially if it came from the society, and there had not been that amount of support given to it which should have been given. On the last occasion the House was counted out. There were, he thought, forty-one undischarged bankrupts since 1889 who were still practising, and whom the society could not prevent from so doing. He did not think they were all dishonest men. He knew of one case where the bankrupt had paid 15s. in the £, and hoped to pay the remainder. But there were men—and the majority, he feared—who were only preying on the public, and who ought to be excluded from an honourable profession.

THE ATTORNEY-GENERAL.

He did not like to finish without saying how deeply he felt they were indebted to the present Attorney-General for the way in which he had met the society in connection with the School of Law, and in other matters in which the Council had had to resort to him for assistance and advice. How different was the spirit he displayed from that displayed by the law officers in the seventies, when Lord Selborne was bringing in, Session after Session, his Bill for a School of Law, and the solicitor branch of the profession was treated with contumely and contempt by the law officers. A more courteous, gentlemanly, honourable man than the Attorney-General did not exist, and he wished to express the admiration he felt for him. In 1895, the late Lord Chief Justice, Lord Russell, spoke upon this great subject, the School of Law, at Lincoln's-inn, and finished his speech with these remarkable words: "Is it an idle dream to hope that, even in our own day and generation, there may here arise a great School of Law worthy of our time, and worthy of one of the first and noblest of human sciences, to which, attracted by the fame of its teaching, students from all parts of the world may flock, and from which shall go forth men to practise, to teach, and to administer the law with a true and high ideal of the dignity of their mission?" That was not an ideal dream, it was a prophetic forecast of a great event, and he thought that the late Lord Chief Justice, his eminent predecessor, Lord Selborne, and those members of the solicitor branch of the profession, who were not to be forgotten, who had laboured in the cause, his old friend Mr. Jevons, of Liverpool, and Mr. Saunders, of Birmingham, both once members of the society's Council, although they were departed beyond their ken, would some day meet with a posthumous reward. Moses-like, they had not been permitted to enter the Promised Land, which they saw from afar off, but they who were their followers and associates, he trusted would some day enter upon that inheritance, and see the triumph of the cause to which they had so long devoted themselves.

A MEMBER said he wished to ask a question arising out of the president's most interesting statement. Was there any idea of the great School of Law ultimately forming a part of the University of London?

THE PRESIDENT said he thought not. He thought it would be an independent institution.

MR. CHARLES FORD (London) explained that he was referring in his question to the proposition of the Inns of Court that the governing body should consist of thirty members, of which the membership of the society should consist of eight only.

THE PRESIDENT said that the society had now, he thought, practically secured that the proportion should be one half of that of the Bar.

ANNUAL PROVINCIAL MEETING.

MR. E. F. WATTS (London) moved, in accordance with notice: "That the duration of the annual provincial meeting be extended one day, and that such meeting be held earlier in the year than the month of October." He apologised that, as a member of only ten years' standing, he should come forward with so drastic a proposal, but he assured the meeting that it was only because he had been asked by so many members, who did not care to bring it forward themselves, that he had put the notice on the paper of business. As they all knew, meetings of solicitors had been held in one or other part of the country ever since the year 1844, and by the society since the year 1874 in its annual provincial meeting. He could not see what advantage centred in holding the meetings in the month of October. Why did the society hold a meeting in the provinces? Was it that members should have the opportunity of meeting one another, which they did not get at the general meetings in London, or was it that papers should be read and discussed? During the last ten years he had attended most of the provincial meetings, and on each occasion many of the papers had had to be left unread because there was no time. The meeting last October was attended by something like 600 members of the society, he believed, and papers were left unread because there was no time. The only way to avoid this, if the object of the meeting was to hear papers, was to give sufficient time for the purpose. Therefore, the only course was to either limit the number of the papers to one or two, or else to extend the time allotted to the meeting. He thought that were the meeting extended to one more day, there would be sufficient time to enable all the papers to be read and discussed. With regard to the question of the time of year at which the meeting should be held, it should be remembered that the other large associations, such as the Church Congress, held their meetings both for social purposes and also for the discussion of papers, but they did not choose

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a month like October. The society had been in the habit of going to places like Dover, Weymouth, Swansea, and so forth, and what kind of weather did they get in the month of October? Was there any earthly reason why they, as lawyers, should not meet earlier in the year? A good many found it impossible to leave their offices in the beginning of October, at a date so near the Long Vacation. Were the society to hold their annual provincial meetings in September they would not have to complain so much of the paucity of members who attended them, nor if the meetings were extended one day would they have members going to the trouble of getting up papers, only to find that there was not time to read them. He would move his resolution in two parts, the first dealing with the duration of the meeting—that it be extended one day.

Mr. CHARLES FORD seconded the motion. He said he used to attend the provincial meetings, but, after going for some few years, came to the conclusion that it was a waste of time, and had never been since. One reason was that any resolution passed there deliberately, and which in the judgment of members present ought to be carried into effect, was really no resolution at all, in the sense that it had no effect unless the Council afterwards met and approved it. A more uncomplimentary way of doing things to a body of professional men he could not conceive. It was a most unfair arrangement that the Council should be placed in such a disagreeable, uncomplimentary position. If these meetings were to be continued, there were reasons why it would be desirable that there should be more time given to the deliberations which took place. In the report of the last provincial meeting he saw that a most serious matter was discussed, and he thought they might infer, from the report issued by the Council, that it was done in a very superficial way, with a very unsatisfactory result. The very serious matter considered was as to whether the members of the society should put the letters M.L.S. after their names. He had been very much astonished to hear that there were 600 members of the profession present, because he really could not imagine 600 members going down to a provincial meeting. When this very serious matter was considered there were only sixty-two members of the society present. Where were all the rest of the 600 members? The voting on the question was thirty-five in favour of putting M.L.S. after the members' names and twenty-seven against. He should never think of using the letters himself, and for once in his life he felt glad to think that the Council had to consider the wisdom of the resolution which had been passed. He thought he might take it that, though it had been passed, the Council would decide that they could not agree to such a resolution.

Mr. GRIBBLE (London): Hear, hear.

Mr. FORD observed that Mr. Gribble had said "Hear, hear." He was glad to hear that Mr. Gribble was quite content with the title of solicitor. If they were to have these meetings and waste of time, there should be more time given for the reading and discussion of the papers.

The PRESIDENT said that there were present at the beginning of the meeting last October 600 members when he delivered his address. The members very often paid the president the compliment of being present in large numbers to hear the opening address, after which the numbers diminished. The paper Mr. Ford referred to was read on the second day. How many would have been present if it had been left to the third day he did not know. There were various excursions and amusements on the second day, to which many of those who attended the meeting went.

The VICE-PRESIDENT (Mr. Thomas Rawle, London) said he personally regretted that Mr. Ford had not been present at the last provincial meeting. If he had been there he would have come back full of its praise. He (the Vice-President) had never been present at a more successful meeting than that at Liverpool. There were 600 members present, and, according to his experience, which was getting a very considerable one now, he was sorry to say, that was a most remarkable number. Mr. Watts said that he did not think two days sufficient for the meeting. Of course the matter had been frequently considered. It had been over and over again discussed, and the experience of the past had gone to show that two days devoted to business was ample, and that it was usually enough to permit of the reading of papers which were put down to be discussed at the meeting. Upon this occasion, it was true that there were an unusually large number of the members who desired to read papers. He was sure Mr. Ford would regard that as very gratifying, because it was evidence of that which he desired so much to see, namely, that the members of the society took a great interest in the annual provincial meeting.

Mr. FORD: They do not go the second day.

The VICE-PRESIDENT said that they read the papers of which notice was given, and it was because there was such an unusually large number of papers on this occasion that two days were found insufficient. Although there were 600 members present on the first day at the opening, many of whom came back in the afternoon, yet, as Mr. Ford had perceived by reading the report, the number present when the very important matter to which he had referred was discussed had dwindled down to something like sixty, and that, as a rule, far exceeded the number to be found present on the second day in the afternoon. It had, therefore, been found that the two days were enough really for business purposes, and the interest and attention of the members had by that time had the edge taken off. And further, it would be necessary to get the consent of the local society to the proposed change, the society who had been kind enough to invite them, and to know whether it was agreeable to them to have the members there for three days. Because the expense was very considerable, and it had often been a serious matter with the Council to know how far they ought to accept the invitations, because they were bound to be carried out on a very lavish scale of hospitality. Of course at Liverpool,

where there were merchant princes and money was easily made, there was no difficulty, and the members were certainly entertained at Liverpool upon a scale of princely magnificence. He did not know any other city or place that could afford to do it as Liverpool had done. Therefore, occupying three days for the reading of papers was a proposition which would not be regarded as a generally desirable thing. Mr. Watts had said that a few of the papers were read, and that the rest were left to blush unseen; but that was not at all the case. Every paper sent in and approved by the Council as fit to be read at the meeting if there were time, was printed and published and sent to every member of the society. Therefore, the views of the writers of the papers were put before them every one. They were not suppressed or lost sight of. It must be remembered that if they limited themselves entirely to work, the number of members attending the provincial meetings would not be 600, or anything like it. If they were going to have a meeting consisting of four days, that would mean a very serious inroad upon a professional man's time. It took, perhaps, half a day to get to the town where the meeting was held, then there were proposed to be three days for the meeting for work, one day for amusement, and there would be half a day to get back again, or perhaps a day, so that a week would be occupied. He hoped that no alteration would be made. For many years the present plan had proved to be convenient.

Upon a show of hands, the motion was negatived by a considerable majority.

Mr. WATTS then moved the second part of his resolution, namely, "That such meetings be held earlier in the year than the month of October."

The motion was not seconded.

RELIGIOUS NEWSPAPERS.

Mr. W. P. W. PHILLIMORE (London) moved, in accordance with notice: "That the society take in for use in the hall the following newspapers:—(1) *The Guardian*, (2) *The Tablet*, (3) *The Methodist Times*, (4) *The Jewish Chronicle*." He said that he believed that some years ago the society used to take in four, if not five, what are called religious newspapers, namely, the *Guardian*, the *Church Times*, the *Record*, and the *Tablet*. For some reason or other, which was not very clear, during the presidency of Sir Henry Fowler, who was, as they knew, a distinguished Nonconformist, the religious newspapers were suddenly removed from the tables in the reading-room of the society. He could not but think that it was a very great pity that that course should have been adopted. Whether it was intended as a sort of slight compliment to Sir Henry Fowler, because the list of religious newspapers did not contain any Nonconformist papers, he did not know; but he could only regret it as an unfortunate decision of the Council. The society took in other professional papers, such as the *Lancet*, the *Builder*, and the *Stock Exchange* papers, and so forth, and he must say that he thought that they as lawyers were interested in ecclesiastical matters at least as much as in those relating to the *Stock Exchange*. Therefore, he had ventured to mention in the motion four papers which were, he thought, representative of the different religious interests—namely, the *Guardian*, the *Tablet*, the *Methodist Times* and the *Jewish Chronicle*. He could not say he was acquainted with all of them, but he fancied that they were fairly representative. If that was not considered to be the case, it would be very easy for the Council to make some slight alteration. There was a very serious question which they had to consider in this matter, and that was the question of expense. The Council, they knew, were at great expense in the erection of the elaborate, and gorgeous, and princely addition to the building of the society, and they had to be economical. The expense would amount to £27s. 8d. a year, but he had a remedy, and that was that they should discontinue taking in *Punch*, *Judy*, the *Sketch*, and the *Era*. He could not fancy the president indulging in reading *Punch*, or the secretary taking a peep into the *Sketch*, still less could he imagine the fathers of the profession studying the *Era*. Therefore he thought they might strike those papers off the list; there would be a saving amounting to £1 1s. 8d. per annum. Therefore, on the grounds of economy, religion, and practical utility, the motion ought to be carried unanimously.

Mr. E. R. SERECOLD-SKEELS (London) seconded, and

Mr. A. N. GRIFFITH-WILLIAMS (London) supported the motion.

The PRESIDENT said he was sure that none of them would suppose that the mere question of expense had actuated the Council in the matter, or that Sir Henry Fowler had wished any particular class of paper to be excluded from the reading-room, or that the Council had any desire to compliment Sir Henry Fowler, who happened to be a Nonconformist, in discontinuing the papers. The question of having religious papers in the reading-room had been discussed at a general meeting in April, 1902, when the then president stated that it was a question of taking all the religious papers or none. The Council could not see their way to making a selection, and inasmuch as the papers in question had been very little used, they thought it would be best to cease to provide them. The general meeting at that time had confirmed the action of the Council. There were fifty-seven religious newspapers published in the British Isles, and the selection mentioned in the motion did not include newspapers representing the Baptists, the Society of Friends, the Independents, and the various sections of the Church of England, and various other bodies. It was plain that the Council could not satisfy everybody.

The motion was negatived, only four members voting for it.

LIBRARY COMMITTEE.—LIBRARIAN.

Mr. PHILLIMORE asked, in accordance with notice: (1) "How many meetings during the past year has the Library Committee held." (2) "How long the post of librarian has been vacant, and whether the Council intend to fill up the appointment."

The PRESIDENT said the answer to the first question was four, during the year 1903. With regard to the second question, the post of librarian became vacant on September 29th last. It was proposed to fill it up, and an advertisement inviting applications appeared in the law papers and in the *Athenaeum* of January 30th.

SPECIAL LIBRARY COMMITTEE.

Mr. PHILLIMORE then moved, in accordance with notice: "That, in view of the enlargement of the library, a Special Library Committee be appointed, consisting of an equal number of members of the Council and ordinary members of the society, to consider how the library may be improved in the following directions:—(1) By establishing a circulating library of current law books for the benefit of country members; (2) by improving the departments relating to Scottish Law, Colonial and American Law." He said that he thought the justification of the motion was shewn in the president's answer to his question that the Library Committee had held only four meetings during the year 1903, and also that it had allowed three months to pass by without taking into consideration the appointment of a new librarian. There was no more reason why a librarian should not have been appointed to succeed the late librarian immediately on the post becoming vacant than for deferring it for three months. In fact it was more important, at the present juncture, to have a librarian than at any period during the last ten years, seeing that there was a very heavy task before them in the rearranging of the whole library, because the books at the present time were stacked in double rows, one behind the other, and any book that happened to be behind could only be obtained with great difficulty. He thought the fact that the committee met only four times in the year was an indication that that department of the Council was very much overworked—he meant that the individual members were overworked. It was physically impossible for them to give the necessary attention to the library. It was impossible to think that a library like the society's could be managed properly with four meetings in the year. A proper supply of books could not be secured, and other matters attended to. As an instance of this, he might mention that a very important book had lately been published on Scottish law, and it was weeks before it was placed in the library. Now, had there been a library committee looking out for such matters, it would have been ordered within a week. It had been his fate to look up Scottish law lately, and he had been surprised to find how very deficient they were in that department, and in the question of Colonial and American law. Therefore, as there would shortly be more room on the shelves, he thought the time had come when they ought to consider the desirability of improving the library in these special points. There were other ways in which it might be improved, no doubt. An active library committee who met once a month would soon effect a change. He thought very little required to be said on a subject of this nature. The number of which the committee was to consist was not a very serious matter. That could be arranged as soon as it was decided whether outsiders were to be appointed on it. There must be members of the society outside the Council interested in literary matters and so forth who would be able to help the Council in the matter, without infringing upon the prerogatives of that body.

Mr. FORD seconded the motion. He said it was an excellent motion, and raised very important questions. The Council, in the multitude of their duties, might not be able to give that attention they would like to devote to the library. He could not see any objection to three or four outer members sitting on the committee with a view to seeing what could be done in the direction suggested by Mr. Phillimore. The late Mr. Parker had taken a great interest in the matter, and if he had only been spared things would have been improved. He would suggest that it might be better if they said that the joint committee should consider and report to the Council, and then it would be competent for the Council to consider whether there was much or little in the report of the combined committee. It would be better than that the committee should pass a resolution and then bring it before a meeting of the society.

The PRESIDENT said Mr. Phillimore had referred very reasonably to the packing of books behind one another. That was due to an overcrowded library. But it must be borne in mind that there was a great common room in the new addition to the society's building which the architect thought would be completed by the end of February. He (the President) doubted whether it could be ready so soon. But, at any rate, it would very soon be ready, and 10,000 books were then to be transferred to the shelves there, and that would relieve the library of that particular pressure. With regard to the circulating library suggested in the motion, the Council felt that they could hardly, for a subscription of one guinea a year, afford to circulate books in the country; and it must be remembered that the provincial law societies had all their libraries. He had never heard of any demand for a circulating library, and he did not think it could be extensive. With regard to the deficiency of the library in works relating to Scottish and Colonial and American law, the Council were fully aware of the fact, and would take the matter into consideration. With regard to the Library Committee, it must not be assumed that the Council had shewn any neglect in the matter. They were in the habit of consulting with a very eminent librarian about books, and they obtained very good advice from him. They also hoped to get an experienced, good librarian to fill the post vacated by the late librarian shortly. He thought that if the members would have a little patience with the Council they would find all these difficulties removed. Of course the Council were under great difficulties whilst the erection of the new building was in progress, but it was approaching completion, and he thought the members would find things very convenient with regard to books hereafter.

Mr. PHILLIMORE said, with regard to the circulating library, that he had received a letter that morning from a firm of country solicitors, to the effect that the library, as at present constituted, was of very little use to them, but it might be made of the greatest service if it were converted into a library where books could be obtained through the post. With regard to the president's objection that the society could not afford to do this for a guinea subscription, there was a great deal to be said, but he gathered from his correspondent's letter that probably the country members would not object to pay a little extra for the privilege asked for.

The PRESIDENT remarked that Mr. Phillimore was more sanguine than he was in that respect.

Mr. A. T. STEVING (London), as an absolutely independent member, and having an extraordinary interest in books, said he quite disagreed about the possibility of having a circulating library, and he had thought about the question very earnestly.

The motion was negatived.

PROCEEDINGS AGAINST SOLICITORS.

Mr. FORD asked, in accordance with notice: "When the Council will report, as required by the following resolution, unanimously adopted at a general meeting of the society, held on April 25th, 1902:—'That it be referred to the Council to consider and report to the next annual meeting as to simplifying, by legislative action, the procedure for removing the names of solicitors from the roll.'"

The PRESIDENT said the object of what Mr. Ford referred to was that there should be greater power given to the Discipline Committee than at present existed to exclude solicitors who had misconducted themselves from the roll. They all heartily sympathised with that. But what had been said by Sir Albert Rolit in 1903 he was afraid held good still. Sir Albert Rolit had said, by way of report on this question, that the reform of the procedure of the Discipline Committee had been fully considered, and was sympathetically viewed by the Council. The reason why nothing had been done was that any reform would involve legislation to amend the Solicitors Act, 1888, and that the time was not opportune for this purpose, owing to the circumstances he had stated. The meeting knew what those circumstances were. The Council had not overlooked the subject, and would not forget it. Whenever they saw any opportunity of bringing forward the question they might depend upon their doing so.

A vote of thanks to the President, on the motion of Mr. Ford, terminated the proceedings.

Worcester and Worcestershire Incorporated Law Society.

The annual general meeting of this society was held at the Law Library, Pierpont-street, Worcester, on Wednesday, the 27th of January. The members present were Messrs. G. F. S. Brown (president), W. P. Hughes, F. R. Jeffery, W. W. A. Tree, W. T. Curtler, J. H. Yonge, T. R. Quarrell, J. L. Wood, G. H. T. Foster, T. H. Gallaher, A. P. Parker, N. G. Hyde, F. G. Hyde, T. H. Coombs, S. B. Garrard (hon. treasurer), and W. B. Hulme (hon. secretary). The annual report of the committee and the hon. treasurer's accounts for the past year were received and adopted, and the following officers of the society were elected for the ensuing year: President, Mr. G. F. S. Brown; vice-president, Mr. W. T. Curtler; hon. treasurer, Mr. S. B. Garrard; hon. secretary, Mr. W. B. Hulme. Messrs. T. Southall, F. R. Jeffery, W. W. A. Tree, R. A. Essex, and A. E. Lord were elected members of the committee in addition to the officers of the society; and Messrs. J. H. Yonge and J. L. Wood were appointed auditors.

The following are extracts from the report of the committee:—

Members.—The number of members has increased from 51 to 55, whilst the number of associates remains the same as last year.

Service of Summonses by Post.—At the instance of the Liverpool and Manchester Law Societies, supported by the other provincial societies (including Worcester), representations have been made to the Rules Committee which have led to an amendment of ord. 67, r. 2, of the High Court, under which summonses and notices (where personal service is not required) can now be served by registered post. This alteration, by its convenience, will commend itself to the profession.

Prevention of Corruption Bill.—In March last a Bill under this title was introduced into the House of Lords. Reports thereon were received from the Liverpool Law Society, and also from the secretary of the Law Society, drawing attention to certain amendments added to the Bill: (1) making evidence as to custom of trade or calling inadmissible in a prosecution under the Act, and (2) throwing upon the accused the onus of proving his innocence. Your committee concurred in the proposed alterations suggested by the reports referred to doing away with the amendments mentioned, and improving the Bill in other particulars, and more particularly in providing for the omission from the scope of the Bill of (a) commissions on insurance premiums paid by insurance companies, &c., to persons obtaining or collecting the premiums where such persons should not receive any other separate remuneration in respect thereof, whether such persons should be in a confidential relation to the payers of the premiums or not; and (b) allowances or divisions of costs, made by solicitors acting as agents for other solicitors, to or with their principals. Letters were at the instance of your committee written to the various Members of Parliament for the city and county, requesting them to support the proposed alterations of the London and Liverpool law societies. When the Bill passed into the House of Commons and came before the Standing Committee on Law, the objectionable clauses introduced in the

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House of Lords were withdrawn, but the question as to commission on insurances still remained unsettled. Representations were made to the Attorney-General in reference thereto, but without effect. The Bill, however, although put down for reading on several occasions, was eventually withdrawn.

Law Students' Society.—The Law Students' Society, which, as mentioned in the last report, was revived last year, has now nineteen members, of whom six are solicitors. Your committee has offered two prizes for competition by the members of such society, one for those who have been under articles for more than two years, and one for those of less than two years' service. The examinations will be held in April next. It is understood that the society is in a healthy state, and has received lectures and addresses from various members of the society and from two members of the bar.

Probate Ingrossments.—A circular has been issued by certain district registrars purporting to contain regulations on the subject of probate ingrossments, and concluding with a statement to the effect that the regulations have the approval of the Law Society. Such statement is inaccurate, and the Council of the Law Society desire it to be known that they are informed that the circulars in question were not issued with the authority of the senior registrar. There has been no alteration of the arrangement made with the President of the Probate Division on the 17th of January, 1901, as to parchment ingrossments—viz., that parchment may be used for probate ingrossments in cases in which, on any reasonable grounds connected with the nature of the property or the duration of the trusts, or for any other special reason it is intimated by the solicitor extracting the grant that a parchment ingrossment is desired, and that in such cases a parchment probate piece will be used.

United Law Society.

Feb. 1.—The minutes of the previous meeting having been read and confirmed, Mr. A. C. Nesbitt moved "That this House disapproves of the decision of the House of Lords in *Bradley v. Carrutt* (72 L. J. K. B. 471)." Mr. H. Dale Double opposed. The speakers were Messrs. T. Ottaway, Neville Tebbutt, F. O. Clutton, J. F. W. Galbraith, R. C. Nesbitt, and W. S. Clayton Greene. Mr. A. C. Nesbitt replied. The motion was lost by four votes to three.

Law Students' Journal.

The Law Society.

INTERMEDIATE EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on the 13th of January, 1904:—

FIRST CLASS.

Ashbridge, Lawrence	Blake, Frederick William
Bingham, Norman Frederick Becher	Bliss, Wilfrid
Bowring, Charles Stuart, B.A. (Camb.)	Brown, Frederick William Grey
Brewer, Clarence John Archibald	Burrell, Arthur Joseph Topham
Hearsey	Burt, Howard Frank
Chesterman, Philip George	Buttle, John Frederick
Churcher, Archibald Edward	Carter, Hubert
Curtis, Henry George	Carver, Walter Lionel
Daniel, John Arthur	Chapple, Aubrey Torrington
Dunks, Harry	Clarke, Henry Harold
Forshaw, William Barlow	Clarke, John Turner Parker
Gorton, Henry Conrad	Clifford, Ernest Alfred
Hadfield, William Helm	Colbeck, George Henry
Hay, James Frederick	Comery, Walter Ernest
King, Reginald Henry	Cornish, Harry Francis
Lander, Herbert	Davenport, Charles Joseph
Linley, Arthur Albert	Croughon
Myers, Jesse Andrews	Davie, Francis Ludford Dudley
Room, Lionel Charles Turner	Day, Benjamin John
Smith, James	Digby-Green, Arthur
Stacey, Herbert Leonard	Edwards, Arthur Llewellyn Aneurin
Statham, Leonard	Eldridge, James Matthews, B.A. (Oxon.)
Taylor, Robert Emery, B.A. (Camb.)	Elliott, Ralph, B.A. (Camb.)
Thorne, George	Evans, Stephen Morris
Wedd, Richard, B.A. (Oxon.)	Fletcher, William Hall
Williams, Geoffrey Bridgewater, B.A. (Oxon.)	Fraser, Francis William
Winterbotham, Thomas Lindsey, B.A. (Camb.)	George, Thomas Henry Marshall
Wood, Alfred	Gilling, Norman Victor
Young, John Arthur	Ginn, Dennis Barton, B.A. (Camb.)

PASSED.

Adams, Alfred Francis	Hardman, Harold Payne
Amphlett, Richard Ferrand, B.A. (Oxon.)	Henderson, Wilmot Donkin
Appleton, Alfred James, B.A. (Camb.)	Hessenaue, Aubert John
Archer, Clifford Walter	Hett, Edmund John Roslin
Ashford, Harold Brooke	Hodgson, William Wetherell
Barrack, Arthur Matthew	Houghton, Noel
Beardsley, Arthur Lionel	Howarth, Alfred
	Hunnybun, Charles Malcolm
	Illinworth, James
	Jackson, Cyril
	Jeakes, John William, B.A. (Camb.)
	Jordan, Fred Alma
	Kennedy, Charles Courtenay, B.A. (Oxon.)

Lamonby, Lawrence
Langham, Cyril Leigh Macrae
Leonard, Fred
Leverson, Elmed James Barnes
Lewis, Reginald Strother
Livesey, Richard Edmondson
Llewellyn, Wilfrid Lawrence
Ludbrook, Percy
Lyne, Robert Francis
Martin, John Kingsley Lunn
Mayhew, Robert Harold
Morris, Howard
Morris, Raymond Eardley
Nicholson, Stanley
Nockolds, Bryan Douglas
Pearson, William Garenieres
Peters, John Capel
Philpot, William, B.A. (Camb.)
Pollock, Rowland Taylor
Povey-Harper, Kenneth
Poynder, Sydney Alfred
Proctor, Robert Fitz-Hugh, B.A. (Camb.)
Proudfoot, Reginald
Pryce, Alfred Owen Challenor
Pullman, Arthur Henry, B.A. (Camb.)
Ramuz, Reginald Rupert
Redhead, Edmund Murray
Richards, Thomas
Rivington, Albert Gibson

Sargent, Reginald William Fitz-Gerald
Seymour, Darracott
Sharman, Francis Maurice Malin
Shorrocks, Henry
Smith, Philip Randall Elvin
Sowler, George Henry Joseph
Stobo, William Steel
Stringer, Stanley Rudwick
Tatham, Francis John
Thompson, Spencer Anson
Topham, Ernest Kruger
Venning, John, B.A. (Oxon.)
Vosper, Thomas
Walker, Rainforth Armitage
Walley, Stephen Minshull
Walsh, John Lister
Walster, Samuel Percy
Ward, John Percival
Ward-Jones, William Arthur, B.A. (Oxon.)
Watson, James, B.A. (Oxon.)
Wawn, Charles Newby
White, Harold Forbes
Whitehouse, Frederick William
Willett, George Francis
Williams, Harry Hayton
Williams, Richard Edmund
Wilson, David Arthur Caulder
Yates, John

FINAL EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Final Examination held on the 11th and 12th of January, 1904:—

Adam, Harold Edward	Hick, Mark Day
Archer, Joseph Ernest	Hill, William Canning
Badcock, Stanley Edgar	Hoare, Jesse
Barclay, Henry Gladstone	Hodgson, Walter Charles Ernest
Barnes, Richard Stewart	Hollinrake, Wilfrid
Barugh, Harry Parrington	Hope, Herbert Ashworth
Bennett, Harold George	Houghton, John Harold, B.A. (Oxon.)
Bennett, Richard Hubert Theophilus	Hughes, Clement
Bentham, John Aphorpe	Hulbert, Arthur
Brighouse, George Augustine	Huxley, Henry Scott
Bright, Horace Dickinson	Jenkins, Arthur Lionel, B.A., LL.B. (Camb.)
Brighton, Edgar William	Jillings, Reginald
Broome, Thornhill Francis	Johnson, Samuel Clement, B.A. (Camb.)
Brownson, Percy, LL.B. (Vict.)	Joyce, Ralph, B.A. (Oxon.)
Bryden, Archibald Leslie	Kerslake, Ernest James
Burpitt, Samuel Melville Thomas	King, Leonard Reginald, B.A. (Oxon.)
Butcher, Osborne Arthur	Kirkwood, John Tyzack
Carpenter, William Henry, B.A., LL.B. (Lond.)	Kynaston, Cecil John Fairfax
Challenor, Bromley	Lake, Robert
Churchill, Charles Edward	Lander, James Brook
Coldham, Philip John Hamilton	Lee, Nigel Inglesant
Colman, Arthur Thomas	Locking, Douglas Robert
Cooper, Edward	Lord, Gilbert Henry
Corser, John Sidney, LL.B. (Camb.)	Lory, Thornton Wrottesley Pen-darves
Crofts, Cyril Mitford Humble	McKnight, Patrick James
Crust, Cecil	McNaughton, Charles
Curran, Ernest Charles	Manby, Charles William Lane, B.A. (Oxon.)
Dahne, David Lionel Carl	Mariotti, Francis Windsor Parker, B.A., LL.B. (Camb.)
Dakeyne, Norman Henry	Marshall, Reginald Henry
Davidson, Edgar, B.A. (Camb.)	Martin, Frank
Davies, Owen Henry	Mather, Philip Bertram
de Gernon, Eugene Louis Aiden	Mills, Norman Petrie
Drower, Edwin Mortimer	Mitchell, James Wilson
Eddy, Alexander	Moore, Edward Duke
Edwards, Harold Molyneux	Moore, John Ernest Davison
Edwards, Reginald	Myers, Jacob Michael
Eldridge, Robey James	Nunn, Arthur Joshua
Ellis, Arthur Thomas	Oliver, James Rose, B.A. (Camb.)
Everett, Bernard Richard	Orchard, James Frederick
Fleming, Norman Lightwood	Orr, Frank William, B.A. (Oxon.)
Frankham, Percy Lionel	Oxley, Willis Lee
Garrood, Henry	Parton, Ernest George
Gibbs, William Winton, B.A. (Oxon.)	Pethick, Thomas
Godfrey, Wilfrid Henry	Pierpoint, Roger
Goode, Arthur Edward, LL.B. (Lond.)	Prichard, Thomas Preece
Graves, Reginald Coupland	Richardson, Stuart Llewellyn
Green, Harold Francis, B.A. (Oxon.)	Ricketts, Leonard
Green, Stuart Answorth	Rivas, Ernest Percy
Greendale, Samuel Edwin	Root, George Ernest
Greenwood, Frank Arnold	
Griffiths, John Henry	
Harker, John	
Henderson, Arthur Lionel	

Ruddock, Arthur Whitfield
 Scott, John Wallington
 Sloman, Edgar
 Smith, Charles Edward
 Smith, John Davidson Eaton
 Smith, Thomas
 Smythe, Godfrey Lyster
 Somerville, Thomas, B.A., LL.B.
 (Camb.)
 Spear, Henry Lawrence
 Spafford, Frederic Christian
 Spiller, Herbert George
 Stollerfoth, George Herbert, B.A.
 (Camb.)
 Swainson, John Gallienne
 Sydney, Henry Charles
 Tabor, William Robert
 Taylor, Arthur

Thompson, Gordon Harold, B.A.
 (Oxon.)
 Timperlake, James Percy
 Toller, George Archibald
 Tomson, James Wyndham
 Treherne, Frank William
 Trethowan, Frank Henry
 Vaughan, Hubert Harris de-Courcy
 Vinall, Philip Henry
 Walker, Robert
 Ward, Richard
 Ward, William Beaumont
 Warren, Arthur Owen
 Wheatly, Edward Richard
 White, Montague Middlecott, B.A.
 (Camb.)
 Whitworth, Alfred
 Wilson, Alan Campbell
 Winter, Harold Duncan

Mr. C. M. Barker's Lectures.

Mr. C. M. Barker's third lecture on Mortgages will be delivered at 5 o'clock on Wednesday next, the 10th instant, instead of at 6 o'clock.

Law Students' Societies.

LAW STUDENTS' DEBATING SOCIETY.—Feb. 2.—Chairman, Mr. Eustace B. Ames.—The subject for debate was: "That this House disapproves of the British Military Expedition into Tibet." Mr. R. P. C. Johnson opened in the affirmative; Mr. Alfred Dods opened in the negative. The following members also spoke: Messrs. W. M. Pleadwell, J. E. C. Adams, W. E. Singleton, J. F. Eales, P. B. Henderson, G. W. Powers, J. F. Roper, F. J. A. Leggett, and P. A. Clapham. The motion was lost by six votes.

The Attorney-General on International Arbitration.

THE Rectorial Address of Sir Robert Finlay, K.C., M.P., Attorney-General, to which we referred last week, has been published in Edinburgh. After referring to the Amphictyonic Council of Ancient Greece, he says: There is, indeed, one institution dating from the earliest times of Roman history, the importance of which, as bearing on International Arbitration and International Law, has been exaggerated as much as that of the Amphictyonic Council. Some modern authors have found in the *Fœderales* a permanent tribunal of arbitration between Rome and other nations, to whose decision based on the principles of International Law was referred the question of the justice or the injustice of every war before it was undertaken. Bossuet speaks of them as a holy institution which puts to shame those Christians into whom even their religion has not been able to inspire charity and peace. A distinguished modern author on International Law (Calvo) says: "Among the Romans no war was declared without the intervention of the *Fœderales*, whose principal mission, according to Plutarch, was not to permit hostilities before every hope of obtaining arbitration was extinguished." It has, however, been shrewdly remarked that there is not a single instance in Roman history in which the *Fœderales* pronounced unjust any war on which their country was bent. Their real function was that of fulfilling those curious formalities in the declaration of war and in the conclusion of peace, which to the Roman mind were so essential. It is on points of form only that we find them consulted, and the *Jus Fœderale*, which some have supposed to be synonymous with International Law, was in fact concerned only with its procedure. Whatever the origin of the institution, its function was but to lend the sanction of form to that upon which the Senate and the people of Rome had determined. The greatness of Rome and the permanence of her empire formed the inspiration of the greatest of Roman poets. In his majestic lines we still can realise that passion of empire which ennobled the Roman race.

"Now, thy Forum roars no longer,
 fallen every purple Caesar's dome—
 Tho' thine ocean-roll of rhythm
 sound for ever of Imperial Rome."

Even after "the fierce giants of the North" had broken in, men could not believe that the Empire of Rome had indeed come to an end. They had believed it eternal—*Imperium sine fine dedi*—and its traditions were transferred to Emperors elected beyond the Alps. That the Emperor was indeed the heir of all the prerogatives of Imperial Rome was throughout the Middle Ages assumed as too clear for argument. In that most curious of treatises, *De Monarchia*, Dante devotes himself to proving that there must be one Sovereign or Emperor supreme above all others—that God had given the sovereignty of the world to the people of Rome, and that the Emperor as wielding that authority was independent of the Pope. . . . The Emperor was no mere arbitrator whose jurisdiction reposed upon consent. His claim was that he stood above all other kings of Europe, and was entitled to regulate and coerce them. "Placed in the midst of Europe," says Mr. Bryce, "the Emperor was to bind its tribes into one body, reminding them of their common faith, their common blood, their common interest in each other's welfare. And he was therefore above all things, professing indeed to be upon earth the representative of the Prince

of Peace, bound to listen to complaints, and to redress the injuries inflicted by sovereigns and peoples upon each other, to punish offenders against the public order of Christendom; to maintain through the world, looking down as from a serene height upon the schemes and quarrels of meaner potentates, that supreme good without which neither arts nor letters, nor the gentler virtues of life can rise and flourish." It was a noble dream, but it never was translated into fact. A vague predominance among the princes of Europe was indeed accorded to the Emperor, but his claims were merely the after-glow of that sun of Roman Empire which had set for ever—

"As mournful light
 That broods above the fallen sun,
 And dwells in heaven half the night."

The influence of the Holy Roman Empire dwindled, until in the eighteenth century Voltaire but expressed the sentiment of Europe, when he said that it was neither Holy, nor Roman, nor an Empire. Much more real than the majestic, but shadowy, pretensions of the empire was the influence exerted in mediæval Europe by the Papacy. The Pope claimed to be the supreme judge among kings, not by consent, but as of right. These claims play a great part in the history of the Middle Ages. They were sometimes acquiesced in, sometimes resisted. They were never resisted with more spirit than by the Parliament of Scotland, held at Aberbrothock in the year 1320, after the Pope had issued a Bull in support of the pretensions of Edward II. to the sovereignty of Scotland. The reply of the Scottish Parliament was couched in a strain of unusual vigour. They informed the Pope that if he encouraged the English in their aggression he would be held responsible to God for the loss of life which would ensue, for, said this memorable document, "as long as a hundred Scotsmen are left alive, we will never be subject to the dominion of England." Instances are not wanting in which the Pope was, by consent of the parties, selected as arbitrator to decide international disputes, but he assumed a jurisdiction far transcending that of a mere arbitrator. The most celebrated instance of this is to be found in the Bull by which Alexander VI. in 1493 drew an imaginary line from one pole to the other, and by it divided between Spain and Portugal the territory discovered in the New World. Towards the close of the eighteenth century, this Bull was urged by Spain in support of her pretensions to the north-west coast of America, including the territory which formed the other day the subject of the Alaska Arbitration—pretensions which culminated in the seizure in 1789 of British vessels at Nootka Sound, and brought the two countries to the verge of war. At the end of the nineteenth century, in the Arbitration as to the frontiers of Venezuela and British Guiana, one of the arguments in favour of Venezuela was based on this Bull, as a judicial decision by the supreme Judge of Christendom. "During the Middle Ages," it was said in the Venezuelan Counter case, "and until after the discovery of America, the Pope was the recognized arbiter of the civilized world. His word was in those days supreme." But, on the other hand, only thirty years after it was issued this Bull was treated with scant respect by the King of France, Francis I. "What!" he said, "the King of Spain and the King of Portugal quietly divide between them all America, without allowing me as their brother to take a share. I should much like to see the article in Adam's will which gives them this vast inheritance." The Abbé de St. Pierre, early in the eighteenth century, proposed a scheme which involved the establishment of an army of the Federation of Europe, which would make war on any sovereign disobeying a judgment of the International Court. On the eve of the commencement of the war of the French Revolution, Bentham prepared a plan for a universal and permanent peace, with a common tribunal, a reduction of standing armies, and the emancipation of all colonies. When the revolutionary wars were at the hottest, the philosopher Kant put forward a project for a permanent Congress of States, republican constitutions in all countries, and the abolition not only of national armies, but also of national debts. Many other schemes for national organisation have followed. In some of them, every detail has been settled even to the salaries of the officials. When we read such projects we are irresistibly reminded of the saying which has been put into the mouth of the Regent Moray, with reference to the great plan of our Scottish Reformer for the application of the property of the Church—"John is a man of God, and his scheme is a devout imagination." No such scheme ever has taken, and no such scheme ever will take, its place in the world of realities. Europe has fallen back upon a plan less ambitious but more practicable, arbitration resting on the consent of the parties to the dispute, and we may hope that its adoption, though it never can abolish war, will at least greatly diminish its frequency.

The *London Gazette* announces that the King has been pleased, by Letters Patent under the Great Seal, to grant to the Right Honourable Hedges Eyre Chatterton, late Vice-Chancellor of Ireland, an annuity of £2,666 13s. 4d.

The nearest historical parallel to the tragic termination of the Whitaker Wright case is, says the *Daily Telegraph*, to be found in the pages of the Annual Register for 1795. The Rev. William Jackson, who was tried before the Court of King's Bench in Dublin, on the 23rd of April of that year for the crime of high treason, died in the dock from the effects of poison before sentence was pronounced upon him. Though the coroner's jury found that there was no evidence as to how or by whom the poison was administered, there is but little doubt that the prisoner's life was ended by his own act. He had been remanded for a week after the jury had found him guilty in order that Curran, his counsel, might move in arrest of judgment, and he had breakfasted with his wife on the morning of his death. His suicide was perhaps prompted by consideration for his family, for, had the sentence of the law been carried out, his property, which was considerable, would have been forfeited to the Crown,

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Legal News.

Appointments.

Mr. HERBERT FRANCIS MANISTY, K.C., and Mr. EDWARD CLAYTON have been elected Benchers of the Honourable Society of Gray's-inn.

Mr. THOMAS TERRELL, K.C., has been elected Treasurer of the Honourable Society of Gray's-inn for the ensuing year, in succession to Mr. Edward Dicey, C.B., whose term of office will expire on the 11th of April, 1904.

Mr. HENRY JAMES COBBETT, of the firm of Messrs. Aylward & Cobbett, solicitors, of 16, Clifford's-inn, Chancery-lane, London, has been appointed a Commissioner to Administer Oaths.

Changes in Partnerships.

Dissolutions.

JOSEPH ALOYSIUS LACY, GERALD JAMES GEORGE BOTTELEY, MORETON LAING KNIGHT, and FRANCIS MINTON, solicitors (Lacy, Botteley, Knight, & Minton), 17, Philpot-lane, London, and Temple-courts, Birmingham. Dec. 31. As regards the said Gerald James George Botteley.

[Gazette, Feb. 2.]

General.

It is announced that Mr. Justice Kennedy will take charge of the list of commercial actions and summonses on and after Monday next until the end of the month, when Mr. Justice Bigham will succeed him on his return from the Northern Circuit.

The *Times* announces that Mr. Richard du Cane, late of Gray's-inn, and formerly of 25, Park-crescent, W., and Exeter-house, Roehampton, the eldest son of the late Major Richard du Cane, 20th Light Dragoons, died at Ballards, Goudhurst, Kent, on the 29th of January, of pneumonia, after a short illness, in his eighty-fourth year. [Mr. Du Cane was admitted in 1843.]

It is stated that a report of certain proceedings in the Lambeth County Court in connection with Judge Emden was on Monday last brought to the notice of a fully-attended meeting of the General Council of the Bar, when the following resolution was adopted: That this council desires to disclaim any association with the statement attributed to Mr. Adam Walker in the daily Press of the 27th of January last.

"I don't want your knowledge of the law," remarked the presiding justice in the Kirkcaldy Sheriff's Court on Wednesday, says the *Daily Mail*, to Kilpatrick Auchterlonie, charged with poaching. But the accused, flourishing a dilapidated-looking Bible, quoted from the story of Noah's Ark to show that poaching was legal. The game laws only favoured the rich, he said, whereas he demanded his share of the birds and rabbits. According to the Bible, everybody was entitled to poach. The sheriff dissented, and imposed a fine.

From Mr. Justice Walton, says the *Globe*, has come the latest protest against the waste of judicial time on circuit. During the twenty days he spent on the South Wales circuit he was required to try only five civil and five criminal cases. At Presteign there was nothing at all for the learned judge to do, but he was compelled by the traditions of the circuit system to journey there to do it. It might be well enough for judges to travel to small country towns to congratulate the inhabitants upon their freedom from crime and litigation if only they could congratulate the London litigant upon the absence of arrears in the King's Bench courts.

Col. H. H. Hawkins, of Duluth, Minn., was, says the *Central Law Journal*, a frontier lawyer in the early days and he has a gruesome relic upon his desk in his city office, which is a dry skull, with a bullet hole in the centre of the frontal bone as evidence of the marksmanship of some of the early settlers. Recently, a young lawyer, who had just moved to Duluth to make his fortune, called upon the colonel with some legal documents for service, but upon entering the office he noticed the skull upon the desk, and after introducing himself, he ventured to inquire about the relic. Replying, the colonel intimated in his dry humorous manner, that it was the skull of a lawyer who had many years ago demurred to a pleading which he had made. The young lawyer withdrew, saying he had a demurrer, but had concluded not to serve it and a few days later mailed the colonel a dismissal.

In charging the grand jury at the Manchester Assizes, says the *Times*, Mr. Justice Bigham referred to the Prisoners' Defence Act. He pointed out that by degrees our legislation was taking away from the unfortunate prisoner every chance of escape. There was a time when the prisoner was not allowed to have the aid of counsel or to call witnesses, and the Crown had to make out a case against him so thoroughly and well that there could be no possibility of an answer to it. He did not desire a return to those days; but he could not help thinking that the prisoner then had a great chance of getting off, as he did not suppose juries were at all inclined to convict a man when he could not be heard by his counsel or witnesses. By degrees those chances had been taken away from the man charged. He was allowed to have a counsel, he was allowed to call witnesses, but until recent times he always had an excellent opportunity of making out a case. His mouth was closed, and often had he (the judge) heard an appeal, and a successful appeal, to a jury not to convict the unfortunate man in the dock because his mouth was closed. Legislation took that advantage from the prisoner, and now he was entitled to go into

the witness-box, much to his disgust in many cases, and tell the truth or tell what he called the truth. Therefore, the defence that the prisoner's mouth was closed was gone for ever. Finally, there had been one chance still left to a prisoner. He was entitled to say, "I am a poor man and I cannot get that assistance which a rich man can get. Therefore my case is not put before the jury as it ought to be." Legislation, and, in his opinion, very hasty legislation, had stripped the unfortunate man of that, and now we were told that the State had to bear the cost of defending prisoners in certain cases. He could not help thinking that the Act was passed in a hurry and without reference to the permanent officials at the Home Office. We should have had a better drafted Act if it had been. He would point out that apparently the Act had only to be put into operation when the nature of the defence made it desirable. It seemed to him that the Act was intended to be brought into operation only where there was a case of complexity, as, for instance, if they could imagine it, in the case of a fraudulent bankrupt whose accounts had to be examined and the circumstances were involved. As a rule a fraudulent bankrupt seemed always to have the means to provide himself with legal aid for his defence. Of course he would not then be a poor prisoner, but one could contemplate the possibility of a fraudulent bankrupt's being really a poor man, and therefore coming under the provisions of the Act. There might be cases where a man seriously set up an *alibi* which appeared to have some substance in it. In such a case the prisoner might require assistance. But what he wished to suggest was that this Act was to be sparingly used and only in cases where the committing magistrates were satisfied that there was such difficulty and complexity about the case that without the use of the statute the prisoner would be unlikely to get justice.

"A solicitor," writing to the *Times* with regard to the Death Duty Department, says "during last year Commissioners were appointed to make recommendations to facilitate the work of this department. These recommendations are now in force, and I venture to think have not resulted in much success. The following are a few instances of my personal experience:—

Transaction.	Length of Time.	
	Under Old System.	Under New System.
1. Annual Succession Account in respect of Timber.	One day.	Three weeks passed and not yet completed.
2. Payment of Duty on form of Legacy Receipt (ordinary form).	One day.	Fourteen days passed and not yet completed.
3. Assessment of Duty on Corrective Probate Affidavit.	About three days.	Four weeks passed and no communication yet received.
4. Re-assessment of interest on Residuary Account.	One day.	Six weeks passed and interest not yet correctly assessed.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON					
Date.	EMERGENCY ROTA.	APPEAL COURT No. 2.	Mr. Justice KEENEWICH.	Mr. Justice BYRNE.	
Monday, Feb.	8 Mr. Jackson	Mr. Theod	Mr. Church	Mr. R. Leach	
Tuesday	9 Pemberton	W. Leach	Greswell	Godfrey	
Wednesday	10 Godfrey	Theod	Church	R. Leach	
Thursday	11 R. Leach	W. Leach	Greswell	Godfrey	
Friday	12 Carrington	Theod	Church	R. Leach	
Saturday	13 Beal	W. Leach	Greswell	Godfrey	
Date	Mr. Justice FARWELL.	Mr. Justice BUCKLEY.	Mr. Justice JOYCE.	Mr. Justice SWINNEY EADY.	
Monday, Feb.	8 Mr. Pemberton	Mr. Beal	Mr. King	Mr. W. Leach	
Tuesday	9 Jackson	Carrington	Farmer	Theod	
Wednesday	10 Pemberton	Beal	King	Farmer	
Thursday	11 Jackson	Carrington	Farmer	King	
Friday	12 Pemberton	Beal	King	Greswell	
Saturday	13 Jackson	Carrington	Farmer	Church	

The Property Mart.

Sales of the Ensuing Week

Feb. 10.—Messrs. THURGOOD & MARTIN, at the Mart, at 2:—Hackney: Freehold Ground-rents, secured on six Dwelling-houses.—Westbourne Park: Leasehold Ground-rents, secured on eight Dwelling-houses.—Fulham: Leasehold Ground-rents, secured on two Blocks of Flats.—Victoria Park: Leasehold Ground-rents, secured on the fully-licensed corner premises, "The Crown Hotel," Grove-road. Solicitors, Messrs. Down, Ainslie, & Martineau, London.—Hanover-square: 18, Gorge-street, Freehold Premises, having an area of 1,536 feet and a frontage of about 50 feet. Let on repairing lease at a ground-rent of £200 per annum, with early reversion to the full rack-rental value. Solicitors, Messrs. Hopwoods & Down, London. (See advertisement, this week, p. v.)

Feb. 11.—Messrs. STIMSON & SONS, at the Mart, at 2: Block of Freehold Property, comprising Shops and Business Premises, known as Nos. 364, 366, 368, 370, and 370A, Old-street, Shoreditch; let at £490 per annum. Solicitors, Messrs. Alfred White & Co., London.—One Moiety of the fully-licensed corner Public-house, the Maynard Arms, and Two Houses and shops, Nos. 68, 68A, and 70, Park-road, The Broadway, Crouch End; producing £200 per annum. Solicitors, Messrs. Burton & Son, London.—Southwark: 13 Freehold Houses, let weekly, producing £288 16s per annum. Bermondsey: Freehold Ground-rent of £24 per annum, secured upon the house and shop No. 60, Grange-road, with reversion in 1925 to the rack-rent of £80 per annum.—Westminster, Bridge-road: Freehold House, let at 18s weekly.—Camden-road: Freehold House and Shop and Three Houses, producing £135 4s per annum.—Freehold Range of Stabling for 25 horses, 23, Waterloo-street, Camden-road, let at £40 per annum.—Freehold Ground-rent of 26 6s. upon 25, Waterloo-street. Solicitors, Messrs. Kinney, Ade, & Hocking, London. (See advertisements, Jan. 30, p. v.)

Feb. 11.—Mr. THOMAS SHARP, at the Mart, at 2:—Barking-road, East Ham: Forty-two Freehold Houses and Shops, with stables, producing about £1,500 per annum. Solicitors, Messrs. Hillier, London. (See advertisement, Jan. 30, p. v.)

Feb. 12.—Messrs. MARLER & MARLER, at the Mart, at 2:—Curtain-road, E.C.: Freehold Ground-rente of £200 per annum, with benefit of reversion in 54 years, secured upon premises situated in Rivington-street, E.C. Solicitors, Messrs. Broughton, Nocton, & Broughton, London. (See advertisement, Jan. 30, p. v.)

Winding-up Notices.

London Gazette.—FRIDAY, JAN. 29.
JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

B.D.L. SYNDICATE, LIMITED—Petition for winding up, presented Jan. 29, directed to be heard Feb. 9. Osborn & Osborn, Coleman st., solicitors for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb. 8.

CHARLES M. BIRCH, LIMITED—Creditors are required, on or before March 7, to send their names and addresses, and the particulars of their debts or claims, to Joseph Arthur Darwent, 10, Paradise sq., Sheffield.

EASTERN FINANCE AND MINING SYNDICATE, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before March 18, to send their names and addresses, and the particulars of their debts or claims, to Frank Colbourne Ridley, 3, Princes st., Storey's gate, Westminster.

GABRETT, LIMITED—Creditors are required, on or before March 7, to send their names and addresses, and the particulars of their debts or claims, to Walter Hunter, Council chambers, Newport, Mon.

HAWAIIAN TRAMWAYS CO., LIMITED—Creditors are required, on or before April 19, to send in their names and addresses, and the particulars of their debts or claims, to Joseph Gurney Fowler, 3, Frederick's pl., Old Jewry.

HOUSEHOLDERS COAL ASSOCIATION, LIMITED—Petition for winding up, presented Jan. 26, directed to be heard Feb. 9. Sladen & Wing, Delahay st., Westminster, solicitors for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb. 8.

NO. 2 ACCRINGTON ADELPHI MUTUAL INVESTMENT SOCIETY, LIMITED—Creditors are required, on or before March 4, to send their names and addresses, with particulars of their debts or claims, to William Roscoe Ormerod, 15, Dutton st., Accrington.

UNITED SERVICES PROPRIETARY COLLEGE, LIMITED—Creditors are required, on or before March 10, to send their names and addresses, and particulars of their debts or claims, to Edward John Tattersill, Bridgeland st., Bideford. Bazeley & Co., Bideford, solicitors for liquidator.

WOOD & BARBER, LIMITED—Creditors are required, on or before March 1, to send their names and addresses, and the particulars of their debts or claims, to Charles Ernest Bullock, Albion st., Hanley. Boulton, Burslem, solicitors for liquidator.

London Gazette.—TUESDAY, FEB. 2.
JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

EMERALD LAND AND MINES TRUST CO., LIMITED (IN LIQUIDATION)—Creditors are required, on or before March 3, to send their names and addresses, and the particulars of their debts or claims, to George William Drew, Leadenhall bldgs. Burnie, Fenchurch st., solicitor for liquidator.

IBRISTER & CO., LIMITED—Creditors are required, on or before March 19, to send their names and addresses, and the particulars of their debts or claims, to George Thomas Brown, 15 and 16, Tavistock st., Covent gdn. Stevens & Co., Bedford row, solicitors for liquidator.

JONES & WHITTAKER, LIMITED—Creditors are required, on or before March 12, to send their names and addresses, and the particulars of their debts or claims, to Alfred Gladstone Deacon, 14, Brown st., Manchester, or to John Bennett, 73, Lancaster av., Fennel st., Manchester. Richards & Hurst, Ashton under Lyne, solicitors for liquidators.

OMNIBUS AUTOMATIC RECORDERS, LIMITED—Creditors are required, on or before March 9, to send their names and addresses, and the particulars of their debts or claims, to Ruffin North, 5, Wells st., Oxford st.

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, JAN. 29.

HILTON, THOMAS, Chelsea Feb. 29 *Hinson v Bamber*, Registrar, Manchester *Parkinson, Blackpool*

JONES, MARGARET, Everton, Liverpool March 2 *Jones v Walker*, Registrar, Liverpool *Norris, Liverpool*

London Gazette.—TUESDAY, FEB. 2.

SHARPLES, JOHN WILLIAM, Redlyn, Wotton, Blackburn March 1 *Southworth v Sharples*, Registrar, Preston *Fairfield, Blackburn*

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, JAN. 32.

ARCHER, HANNAH, Stratton St Margarets, Wilt Jan. 31 *Withy, Swindon*

ARTHUR, Capt LEONARD ROBERT SUGGERSSETT, CMG, Marlborough Club, Pall Mall Feb. 24 *Francis & Crookenden, New sq, Lincoln's inn*

BECKWITH, HARRY WOODWARD, Quimes, Argentine Republic, Cashier March 15 *Burnie & Co, Fenchurch st*

BELL, FREDERICK HENRY, Birmingham, Manchester Warehouseman March 1 *Redfern & Son, Birmingham*

BERRY, ZEPHANIAH AUGUSTINE, Fentiman rd, South Lambeth Feb. 27 *Bircham & Co, Parliament st, Westminster*

BOWLES, WILLIAM, Surbiton Hill, Railway Inspector Feb. 20 *Fream & Light, Gillingham, Dorset*

BROPHY, MARTHA, Birkdale, Lancs Feb. 9 *Brighouse & Co, Southampton*

BROWNE, EDWARD UTTER, Beshore, Norfolk March 31 *Keith & Co, Norwich*

COPELIN, JAMES, Gravesend Feb. 21 *Batten, Gravesend*

CRAGO, JOHN CHARLES B-HILL March 1 *Smith & Son, Verulam bldgs, Gray's inn*

DIXON ROBERT, Allendale, Norhamshire, Butcher March 18 *Baty & Fisher, Hexham*

EVANS, REICILIA, Bishops Hull, Somerset Feb. 27 *Fulford, North Tawton*

FAREBROTHER, SARAH, Clapham Common Feb. 23 *Farmer & Carpenter, Philpot ln*

FORRESTER WILLIAM INGLEBY, Worthington, Cumberland Feb. 21 *Laces & Co, Liverpool*

FROST, ELIAS, Urmston, Lancs, Cashier March 25 *Parkinson & Co, Manchester*

GILL, ELIZABETH, Manningham, Bradford Feb. 19 *Perkins, Bradford*

GOODWIN, MARY, Welshpool, Montgomery Feb. 13 *Hartnolls & Winnall, Welshpool*

GRATHE, MARY, Daythulme, Lancs Feb. 22 *Marshall, Halifax*

GREEN, LAURA CAROLINE, Holland Park av Feb. 20 *Gisby, Ware, Herts*

GWYTHER, WILLIAM WATLOW, Bedford row, Architect March 2 *Gwyther, Coleman st*

HALL, GEORGE, Ditton, Lancs March 1 *F J & C Poole, Widnes*

HANDLEY, EDWIN, Bournemouth, Metal Merchant March 1 *Redfern & Son, Birmingham*

HARBOUT, ELLEN, Notting Hill, Kensington Feb. 29 *Nicol & Co, Lime st*

HARRISON, CATHERINE, Bath March 1 *Brookbank & Co, Whitehaven*

HONAN, ROBERT BULKE, Liverpool Feb. 23 *Banks & Co, Liverpool*

HOOD, ISABEL HARRIET FULLER ACLAUD, Ennismore gdns March 1 *Radcliffe & Co, Craven st, Charing Cross*

HUDSON, JAMES CHATER, Preston Park, Brighton Feb. 26 *Wood & Co, Southend on Sea*

IMAGE, WILLIAM EDWARD, Heringwell, Suffolk March 1 *Partridge & Wilson, Bury st Edmunds*

JONES, FREDERICK ARTHUR GREWYN, Pantglas, Carmarthen March 1 *Paterons & Co, Lincoln's inn fields*

KELLY, WILLIAM, Liverpool, Advertising Agent Feb. 18 *McKenna, Liverpool*

KLINGENTIN, SELLY, Maids Vale Feb. 20 *Coburn & Co, Leadenhall st*

LUKER, HENRY, Weybridge Feb. 26 *Wood & Co, Southend on Sea*

MCCARTHY, ANNE HUTCHINGS, Princes sq, Bayswater Feb. 26 *Richards & Co, York pl, Portman sq*

NEWTON, JOHN, Carlton mans, Clapham rd, Costumier March 1 *Carter & Swallow, Cary st, Lincoln's inn*

OLIVER, LUOT ANN, Westbourne, Bournemouth March 1 *Trevelyan & Co, Bournemouth*

OSLAND, JOSEPH, Swindon Feb. 22 *Kinnier & Co, Swindon*

OWEN, JOHN GEORGE, Ramsgate Feb. 19 *Jeffery, Worcester*

PAICE, HENRY CHARLES, Woking, Master Feb. 29 *Fearon, Woking*

POWELL, WALTER, Birmingham March 1 *Redfern & Son, Birmingham*

PRIDGON, CHARLES, Oakington, Cambridge Feb. 29 *Ginn & Matthews, Cambridge*

PRIDGON, ELIZA ANN, Oakington, Cambridge, Publican Feb. 29 *Ginn & Matthews, Cambridge*

RAVEN, LOUISA JANE, Woking Feb. 20 *Raven, St Augustine's mans, Westminster*

REHMAYNE, JOHN, Brighton, Chester Feb. 14 *Read & Brown, Liverpool*

REED, WILLIAM, Barnsbury, Sheep Naleman Feb. 23 *Wells & Sons, Paternoster row*

RICH, WILLIAM, Woodford, Essex March 1 *Smith & Son, Verulam bldgs, Gray's inn*

RICHARDSON, JOHN CAW, Manordillo, Carmarthen March 1 *Norris & Co, Bedford row*

ROBERTS, JOHN, Colwyn Bay, Denbigh Feb. 23 *Evans, Colwyn Bay*

SEDDON, HENRY, Higher Adlington, Lancs, Grocer Feb. 20 *Miller, Adlington*

SHARP, JAMES, Brook Green, Hammersmith Feb. 29 *Button & Co, Covent Garden*

SHARROCK, ALICE, Bolton, Packing Case Maker Feb. 27 *Dixon & Linnell, Manchester*

SMITH, JOHN JAMES J, Watford, Herts, Wholesale Stationer March 1 *Hepburn, Westbourne grove*

SPENCER, REUBEN BENJAMIN, Kendal, Water Works Inspector Feb. 8 *Carmel, Kendal*

STARLING, RICHARD, Aberystrwyth, Cardigan, Cab Proprietor March 1 *Davies, Aberystrwyth*

SUMMERS, RICHARD, Scarborough, Furniture Dealer Feb. 26 *Watts & Co, Scarborough*

TALBOT, RICHARD, Cheltenham Feb. 24 *Lea, Manchester*

TURNER, DAVID LORD, New York March 2 *Paines & Co, St Helen's pl*

WARD, ALICE, Ray, London Feb. 20 *Platt, Robert st, Adelphi*

WARD-JACKSON, WILLIAM CHARLES, Lyndhurst Feb. 29 *Fulagar & Co, Bolton*

WEE, THOMAS WALTHAM, Exeter Feb. 29 *Sparks & Co, Exeter*

WHIPPLE, ANNA ESTHER, Plymouth Feb. 20 *Bullock & Rowe, Plymouth*

WILLIAMS, ELLEN, Camden grove, Kensington March 1 *Smith & Son, Verulam bldgs, Gray's inn*

WILLIAMS, THOMAS, Devonport, Pawnbroker March 2 *Gard, Devonport*

WOOD, WILLIAM BRITTON Feb. 29 *Saw & Sons, Queen Victoria st*

WOODCOCK, SAMUEL, Old Trafford, Manchester, MD, JP March 5 *Holt & Co, Manchester*

London Gazette.—TUESDAY, JAN. 26.

ANSELL, FANNY, Dunton Green, Kent March 10 *A F & R W Tweedie, Lincoln's inn fields*

ASHBROOK, PETER, Reddish, Lancs Feb. 23 *Woolfenden Denton, nr Manchester*

ASHMAN, HARRIETT, Hayfield, Derby Feb. 25 *Jordan & Bowden, Manchester*

ATKINSON, LOUISA, Blackpool March 1 *Atkinson & Co, Man, hotel*

AKERS, CLARA AUGUSTA, Scarborough March 17 *Nicholson & Brown, York*

BATTYE, ROCKLEY, Blackpool, Cloth Miller March 5 *Chadwick & Sons, Dewsbury*

BELL, MATTHEW, Bourne pk, nr Canterbury Feb. 26 *Hulbert & Co, New sq, Lincoln's inn*

CHEER, ANNIE, Leamington, Herts March 3 *Reece & Harris, Birmingham*

CRAWLEY, RICHARD FREDERICK, Abergavenny Feb. 29 *Taylor, Lincoln's inn fields*

DAVIDSON, BARNARD HENRY, Sandown, I of W March 7 *Tyler, Clement's inn, Strand*

DICKSON, GEORGE MACDONALD, Llandudno March 4 *Thornley & Cameron, Liverpool*

DUKE, WILLIAM, Oxford March 1 *Uglin, Oxford*

EDWARDS, GEORGE BOWEN, Hereford Feb. 20 *Wallis, Hereford*

FAIRCLOUGH, Rev RICHARD JOHN, Backford, Chester, Clerk Feb. 22 *Laces & Co, Liverpool*

FLINT, Rev GEORGE SHEPHERD, Sidmouth, Devon March 1 *Flint & Gardner, St Helen's pl*

FREEMANTLE, WILLIAM, Golden Common, Twyford, Southampton, Stone Sawyer March 1 *Warner & Kirby, Winchester*

FULLER, Rev JOSEPH M, Wyke, Winchester March 1 *Warner & Kirby, Winchester*

HEAD, SUSANNAH, Birmingham, Shopkeeper March 1 *Burn & Co, Birmingham*

KELLY, JOHN BERRY, Leeds, Travelling Jeweller Feb. 10 *Jubb, Leeds*

LANG, CHARLOTTE ELIZABETH, Broadstairs Feb. 23 *Westcott, Strand*

LAWRENCE, ROBERT, Wolverhampton, Wine Merchant March 1 *Court, Wolverhampton*

MACGREGOR, WILLIAM GRANT, Coleman st, Australian Agent Feb. 26 *Millington & Drew, Gt Winchester st*

MATYARD, HENRY MARTYN, Crawley, nr Winchester Feb. 29 *Vincent, Ryde*

MEAKIN, JAMES FREDERICK, Birmingham Feb. 23 *Lane & Co, Minorities, Birmingham*

MURGATROYD, JOHN, Liverpool March 1 *Bremner & Co, Liverpool*

ORME, EMILY DALTON, Hamstead rd March 5 *Lewin & Co, Southampton st, Strand*

OSBORN, SAMUEL GEORGE, Upper Clapton March 10 *Sudgen & Harford, Ironmonger in POTTER, JONATHAN, Hartow rd, Paddington, Chemist March 3 *Reece & Harris, Birmingham**

RICHARDS, ELIZA, Redhill, Surrey March 31 *Ashley & Co, Frederick's pl, Old Jewry*

ROSCOE, HENRY, Knutsford, Chester, Solicitor March 24 *Ashworth & Inman, Knutsford*

ROWELL, WILLIAM, Newton Abbot, Devon, Farmer March 10 *Baker & Co, Newton Abbot, Devon*

SLINGSBY, Capt THOMAS, Portland pl Feb. 20 *Hirst & Capes, Harrogate*

STEVENSON, JOHN, Whitby, Yorks Feb. 3 *Gray, Whitby*

THOMPSON, FRANCES ELIZABETH, Richmond, Surrey March 1 *Bell & Co, Gt Trinity ln*

TRAVES, ELIZABETH, St Bartholemey, Nice, France March 25 *Travers & Co, Throgmorton av*

WEBB, ROBERT HENRY, Plaistow, Essex March 1 *Sharran, Stratford*

WELCH, JANE, Brighton March 5 *Stuckey & Co, Brighton*

WHITELEY, Mildred, Highbury cres, West Islington March 1 *Brighten & Lemon, Fenchurch st*

WILK, HARRIETT, Berkeley Heath, nr Berkeley, Glos March 12 *Scott & Son, Berkeley*

WILLSON, MARY ANN, Derby March 1 *Carmel, Kendal*

London Gazette.—FRIDAY, JAN. 29.

BARTON, JAMES, Birkenhead, Pawnbroker Feb. 29 *Reinhardt, Birkenhead*

BETHUNE, WILLIAM, Stratley, Bucks, Farmer March 1 *Hat, Reading*

BICKLEY, THOMAS CLARKE, Willaden Green March 5 *Sayer & Cadie, Clifford's inn, Fleet st*

BICKNELL, HENRIETTA REYNOLDS, Willaden Green March 5 *Sayer & Cadie, Clifford's inn, Fleet st*

BIGNELL, JANE, Hedge End, Southampton March 12 *Woodbridge & Son, Winchester*

BIGNELL, JOHN, Hedge End, Southampton March 12 *Woodbridge & Son, Winchester*

BRAIN, JAMES EMILIUS, Loughisa March 29 *Jones & Co, Coleman st*

BRANWELL, Sir FREDERICK JOSEPH, DCL, LL.D, FRS, Hyde Park gate March 9 *Radcliffe & Co, Craven st, Charing Cross*

BRANWELL, GEORGE WILLIAM, Westham, Sussex March 1 *Cripps & Shone, Marlow, Bucks*

BRISTOW, HENRY, Birkdale, nr Southport Feb. 29 *Bellringer & Co, Liverpool*

CARTER, WILLIAM, Penge Feb 15 Sear, St John's rd, Penge
CARSON, THOMAS, Rochdale Feb 29 Holland, Rochdale
CHAMBERS, ARTHUR, Mortimer, Berks March 10 Bird & Lovibond, Uxbridge
CHIFFORD, HUGH, Clitheroe, Lancs, Grocer March 23 Baldwin & Co, Clitheroe
CONKILL, ROBERT POOL, Clapham rd, Butchers' Carrier March 9 Pearce & Sons, Glapthorpe
COFFEY, THOMAS, East Farleigh, Kent March 8 Bellord & Coveney, Queen Victoria st
CROWTHER, BENJAMIN, Dorking Feb 29 Wesley, Dorking
CUNLIFFE, ROBERT HENRY, Duke st, St James' March 10 Ball & Co, St Trinity in
CURRIE, CLAUD AUGUSTUS, Victoria, British Columbia March 15 Carr & Co, High Holborn
DODGSON, CAPT ARTHUR, HMS Calliope March 7 Radcliffe & Co, Craven st, Charing Cross
DODGSON, ELIZABETH, Brixton, nr Barnes March 1 Dobb & Clegg, Barnaby
EDLEWHITE, ANNIE ELIZABETH, Bradford Feb 13 Scott, Bradford
ESTICKMAN, HARRIET, Dunsfold Common, Surrey March 25 Hamlin & Co, Fleet st
FEAR, ELIZA, Bath Feb 8 Harding & Son, Barnstaple
FLOWER, EDGAR, Broadway, Worcester March 21 Pennington & Son, Lincoln's inn
GRAHAM, ALICE MARTHA, Macclesfield March 3 May & Son, Macclesfield
HARRIS, ELIZA, Cheriton, Kent Feb 29 Willcock & Taylor, Wolverhampton
HARRIS, JOHN, Whitmore Reans, Wolverhampton, Builder Feb 20 Willcock & Taylor, Wolverhampton
HEALEY, LOUISA, Sheffield March 5 Vickers & Co, Sheffield
HODGETTS, ALBERT, Handsworth, Licensed Victualler March 1 Jagger, Birmingham
HODGSON, ALFRED GOWING, Fitzroy, Bourke, Victoria, Australia March 1 Hardisty & Co, St Mariborough st
HOWARTH, EMMA, Aikton with Glazebrook, Lancs, Licensed Victualler Feb 27 Berry, Manchester
JACKSON, JANE, Lazenby in Cleveland, Yorks Feb 15 Stubbs & Stubbs, Middlesbrough
KEAR, GEORGE, Liverpool, Whitesmith March 1 Watson, Liverpool
LEE, ELIZABETH, Huddersfield, Huddersfield, Russia March 1 Lee & Co, Manchester
LEVY, REBECCA, Tavistock sq March 8 Mosely, Tavistock sq
LINTOTT, THOMAS RICHARD, Plumstead, Pawnbroker March 15 Jones, Queen Victoria st

McDONOUGH, EMMA, Burnley Feb 29 Crooke & Son, Burnley
MACKINLAY, KATHERINE, Holland Park av March 25 Hales & Co, Chapside
MORGAN, AGNES GRIFFITHS, Swansea March 31 O'Donoghue & Forbes, Bristol
MORRIS, EDITH JANE, Wavertree, Lancs March 10 Style & Co, Liverpool
OTTE, ELISE CHARLOTTE, Richmond, Surrey Feb 29 Irvine & Borrowman, Crutched Friars, Mark in
PEARSE, HARRY, St James st, Bedford row March 7 Griffiths-Williams, Chancery in
PEART, ANNE, East Dulwich, Feb 15 Hunter & Haynes, New sq, Lincoln's inn
PARKIN, GEORGE, Liverpool st, King's Cross, Licensed Victualler March 8 Yarde & Loader, Raymond bldg, Gray's inn
PICKETT, CATHERINE ETHERIDGE, Bradford Feb 29 H C & A S Reynolds, Liverpool
PUGH, ELIZABETH, Liverpool March 1 Edwards, Liverpool
ROBINSON, ELLEN, Bexley Heath Asylum, Kent March 18 Wells & Sons, South sq, Gray's inn
ROWE, JOHN ALBERT MORITZ, Hoylake, Cheshire Feb 29 Field & Co, Liverpool
RUSSELL, ROY HENRY, Layham Rectory, nr Hadleigh, Suffolk March 1 Grimwade & Son, Hadleigh
SMITH, HENRY JAMES, Bexley Heath, Kent Feb 29 Bridgman & Willcocks, College hill, Cannon st
SMITH, JANE, Enfield Wash, Middlesex March 1 Thatcher, Essex st, Strand
SMITH, JONATHAN, Algiers rd, Ladywell Feb 28 Garney & Co, Chancery in
SMITH, ROBERT HAYES, South Norwood March 1 Cripps & Shone, Marlow
STARK, PETER WOOD, Barrow in Furness, Doctor Feb 16 Taylor & Son, Barrow in Furness
STARK, SARAH, Barrow in Furness Feb 16 Taylor & Son, Barrow in Furness
STARK, WRIGHT, Sheffield March 1 Irons, Sheffield
THOMAS, FRANCIS HUGH RHYS, Lawrence in, Chapside, Accountant Feb 27 Renshaw & Co, Suffolk in
TURNBULL, WILLIAM Newcastle upon Tyne Feb 23 Arnott & Co, Newcastle upon Tyne
TYLER, JAMES THOMAS, South Hackney Feb 23 Syrett & Sons, Finsbury pavement
TYLER, SARAH JANE, Bootle, Liverpool March 1 Yates, Chancery in
WADHAM, ELIZABETH, Clifton, Bristol March 1 Guscotte & Co, Essex st, Strand
YATES, ROY SAMUEL ARTHUR THOMPSON, Phillimore sqs Feb 27 Brown & Co, Abingdon st, Westminster

Bankruptcy Notices.

London Gazette.—Tuesday, Jan. 26.

FIRST MEETINGS.

AVES, STEPHEN JAMES, Croydon, Carman Feb 4 at 12.30
24, Railway app, London Bridge
BARCLAY, FREDERICK WILLIAM, North Finchley, Mantle
Manufacturer Feb 3 at 11 Bankruptcy bldgs, Carey st
BRILES, HARRY, Gt Grimsby, House Furnisher Feb 3 at
1 Off Rec, 15, Osborne st, Gt Grimsby
BEDFORD, JOHN EDWARD LEES, Halifax, Picture Frame
Maker Feb 3 at 3.30 Off Rec, Town Hall chambers,
Halifax
BERSON, WILLIAM, Dearham, Cumberland, Coal Miner Feb
5 at 2.45 Court House, Cockermouth
BISHOP, JAMES, Caister on Sea, Norfolk, Jeweller Feb 5 at
1 Off Rec, 8, King st, Norwich
BOYES, JOHN, Scarborough Feb 3 at 2 74, Newborough,
Scarborough
BROOKLYN, JAMES, Colwyn Bay, Denbigh, Confectioner Feb
4 at 2.30 Crypt chambers, Eastgate row, Chester
BRUCE, MARTIN, & Co, Moss Side, Manchester, Hardware
Dealers Feb 5 at 2.30 Off Rec, Byrom st, Manchester
BRYANT, ROBERT, Lowestoft, Fishing Boat Owner Feb 4
at 2.45 Suffolk Hotel, Lowestoft
CHATE, WILLIAM, Brighton, Contractor Feb 11 at 10.45
4, Pavilion bldgs, Brighton
COLLIS HEDLEY G, Norwich, Rent Collector Feb 5 at 12.30
Off Rec, 8, King st, Norwich
CROSS, GEORGE HENRY, Gray's inn rd, Draper Feb 4 at 11
Bankruptcy bldgs, Carey st
DOUGHERTY, JAMES, Llantisant, Glam, Hawker Feb 4 at
12 Off Rec, 31, Alexandra rd, Swansea
GILL, THOMAS WILLIAM, Walkden, Lancs, Coloured Cloth
Goods Manufacturer Feb 3 at 3 Off Rec, Byrom st,
Manchester
GILLARD, WALTER EDWIN, Lower Easton, Bristol Feb 3
at 12 Off Rec, 26, Baldwin st, Bristol
GOODFELLOW, ARTHUR, Sheffield Feb 3 at 12 Off Rec,
Fitzroy in, Sheffield
HARRIS, HENRY, Porthyrth, Llanarthney, Carmarthen,
Tailor Feb 3 at 11 Off Rec, 4, Queen st, Carmarthen
HESLOP, MARIADUKE, Bradford, Hay Merchant Feb 5 at 3
Off Rec, 29, Tyrryl st, Bradford
JACKSON, ALFRED HALLIDAY, Moorhead, Shipley, Yorks,
Engineer Feb 4 at 3 Off Rec, 29, Tyrryl st Bradford
JACOBS, JOHN MATTHEW, Brighton, Music Dealer Feb 11
at 10.30 4, Pavilion bldgs, Brighton
JOSE, EDWARD DAVIES, Lampeter, Cardigan, Coach-
builder Feb 3 at 3 Off Rec, 4, Queen st, Carmarthen
LAWRENCE, ELIJAH STEPHEN, Withycombe, Exmouth,
Tailor Feb 3 at 11.45 Off Rec, 26, Baldwin st, Bristol
LILLEMANN, HARRY, Walsall, Grocer Feb 5 at 11 Off Rec,
Wolverhampton
LONG, WILLIAM EDWARD HENRY, St John's, Worcester,
Mineral Water Manufacturer Feb 5 at 12 45, Copen-
hagen st, Worcester
MATTHEIAS, RICHARD, and FREDERICK GEORGE MELVILLE,
Bristol, Printers Feb 3 at 12.30 Off Rec, 26, Baldwin
st, Bristol
MITCHELL, ROBERT, Aspatira, Cumberland, Roadman
Feb 5 at 2.45 Court House, Cockermouth
POTTINGER, EDWIN JAMES, jun, Farleigh rd Stoke New-
ington, Stationer's Manager Feb 8 at 11 Bankruptcy bldgs,
Carey st
RED, JOHN, Carlisle, Butcher Feb 3 at 3 Off Rec, 34,
Fisher st, Carlisle
ROBERTS, HERBERT, Sheffield, Commission Agent Feb 3 at
12.30 Off Rec, Figtree in Sheffield
ROBERTS & Co, Fulham rd, Builders Feb 5 at 2.30 Bank-
ruptcy bldgs, Carey st
SCOTT, JOSEPH, York, Builder Feb 5 at 3.30 Off Rec, The
Red House Duncombe pl, York
SEMON, CH, Gresham st, Merchant Feb 4 at 12 Bankruptcy
bldgs, Carey st
SMITH, RICHARD, West Wycombe, Bucks, Chair Manufac-
turer Feb 4 at 12 Bankruptcy bldgs, Carey st
SOMERS, RUBEN, Shepherd's Bush, Tailor Feb 4 at 11
Bankruptcy bldgs, Carey st

STONE, JAMES ERNEST, Banham, Norfolk, Farmer Feb 6
at 12.30 Off Rec, 8, King st, Norwich
THOMPSON, HENRY LANGDALE, Hartgate, Stationer Feb 5
at 2.30 Off Rec, The Red House, Duncombe pl, York
TWITE, EDWARD, Rugby, Leather Merchant Feb 3 at 10.30
Off Rec, 17, Hertford st, Coventry
VASSIE, ALFRED, Romford rd, Manor Park, Cycle Dealer
Feb 5 at 11 Bankruptcy bldgs, Carey st
VERNEY, GEORGE THOMAS, New Broad st Feb 3 at 11
Bankruptcy bldgs, Carey st
WHEATLY, SILVERSTEIN STEVENSON, Newcastle on Tyne,
Architect Feb 3 at 11.30 Off Rec, 30, Mosley st,
Newcastle on Tyne
WHITAKER, WILLIAM, Leeds, Butcher's Assistant Feb 3 at
11 Off Rec, 22, Park row, Leeds
WIGRAM, FRANK, Jermyn st Feb 3 at 2.30 Bankruptcy
bldgs, Carey st
YOUNG, FANNY AMELIA, Birmingham, Baker and Con-
fectioner Feb 3 at 11 174, Corporation st, Birmingham

ADJUDICATIONS.

ALDERSON, ERNEST, Sheffield, Draper Sheffield Pet Dec
18 Ord Jan 23
BEDFORD, JOHN EDGAR LEES, Halifax, Tobacconist Halifax
Pet Jan 19 Ord Jan 19
BERNSTEIN, YODEL, Salford, Jeweller's Traveller Salford
Pet Jan 22 Ord Jan 22
BIRD, WILLIAM, Little Bowden, Northampton, Baker
Leicester Pet Jan 23 Ord Jan 23
BISHOP, ROBERT, Windsor Windsor Pet Dec 17 Ord
Jan 20
BLANE, Gen Sir SEYMOUR JOHN, Bart, White's Club, St
James' st High Court Pet June 10 Ord Jan 19
CHATE, WILLIAM, Brighton, Contractor Brighton Ord
Jan 21
CLARK, GEORGE, Newhall, Derby, Coal Dealer Leicester
Pet Jan 22 Ord Jan 22
COLLIS, HEDLEY G, Norwich, Rent Collector Norwich Pet
Dec 30 Ord Jan 23
DARBYSHIRE, JAMES WILLIAM, Ormskirk, Carriage Builder
Liverpool Pet Dec 22 Ord Jan 21
DAY, FREEMAN PICKHARD, Nottingham, Landscape Gardener
Nottingham Pet Jan 22 Ord Jan 22
EVANS, TOM, Oldham, Pawnbroker Oldham Pet Jan 21
Ord Jan 21
FEATHERSTONE, GEORGE, Darrington, Yorks, Farmer
Wakefield Pet Jan 21 Ord Jan 31
FELLOWS, HARRY FIDELITY, Solihull, Warwick Birming-
ham Pet Jan 6 Ord Jan 23
FOXWELL, RICHARD ADOLPHUS, Ystradowen, Glam, Wheel-
wright Cardiff Pet Jan 22 Ord Jan 22
FREW, ANDREW, Mardy, Glam, Collier Pontypridd Pet
Jan 20 Ord Jan 20
GROVER, BERNARD, jun, Hare ct, Aldersgate st, Furrer
High Court Pet Jan 22 Ord Jan 22
HEMING, JOHN, Birmingham, Fruit Merchant Birming-
ham Pet Jan 16 Ord Jan 23
HEREFORD-LAVER, EDWARD, and ERNEST JOHN CHAPMAN,
Grosvendore mans High Court Pet July 29 Ord
Jan 20
HOPSON, ALFRED, Litcham, Norfolk, Farmer Norwich Pet
Jan 23 Ord Jan 23
HUNT, TOM, Peterborough, Baker Peterborough Pet Jan
22 Ord Jan 22
JACKSON, JOHN WALTER, Lichfield, Music Seller Walsall
Pet Jan 4 Ord Jan 20
LEE, HERBERT, Ekeington, Derby, Confectioner Chester-
field Pet Jan 23 Ord Jan 23
LILLEMANN, HARRY, Walsall, Grocer Walsall Pet Dec 18
Ord Jan 20
LONG, WILLIAM EDWARD HENRY, Worcester, Mineral
Water Manufacturer Worcester Pet Jan 22 Ord
Jan 22
MADAN, FREDERICK MARTIN, Duke st, St James' High
Court Pet Aug 18 Ord Jan 22
MARSHALL, HORATIO, Sunderland, Cabinet Maker Sunder-
land Pet Dec 23 Ord Jan 22
MELON, HERBERT WILLIAMS, Buckingham st, Strand,
Surveyor High Court Pet Jan 22 Ord Jan 22
MORRISON, FRANCIS PLUMPTON, Bayswater, Schoolmaster
High Court Pet Jan 22 Ord Jan 22

PARNELL, KATHARINE, Bournemouth Poole Pet Jan 23
Ord Jan 23
PARRY, JOHN WILLIAM, Bedwas, Mon, Innkeeper New-
port, Mon Pet Jan 18 Ord Jan 22
POTTINGER, EDWIN JAMES, jun, Farleigh rd, Stoke New-
ington, Stationer's Manager High Court Pet Jan 22
Ord Jan 22
POWELL, GEORGE, Fisherton, Salisbury, late Builder
Salisbury Pet Oct 31 Ord Jan 21
PRIOR, GEORGE COLENS, Portsmouth, Solicitor Portsmouth
Pet Jan 17 Ord Jan 21
RUSH, ARTHUR, Loxells, Birmingham Birmingham Pet
Jan 7 Ord Jan 23
SADLER, WILLIAM WYNHAM GORDON, Salisbury House,
London Wall High Court Pet Nov 13 Ord Jan 21
SANDYS-FREE, EDWIN WINDSOR, Thurgarton, Norfolk
Norwich Pet Jan 6 Ord Jan 21
SCOTT, JOSEPH, York, Builder York Pet Jan 21 Ord
Jan 21
SCALES, HESTER, Cromer, Lodging House Keeper Norwich
Pet Jan 22 Ord Jan 22
SHADWELL, MARION, Tunbridge Wells, Milliner High
Court Pet Oct 15 Ord Jan 19
THOMAS, WILLIAM RAWLINS, Mumbles, Oystermouth, Glam,
Builder Swansea Pet Jan 23 Ord Jan 23
TWITE, EDWARD, Rugby, Leather Merchant Coventry
Pet Jan 19 Ord Jan 19
WHITAKER, WILLIAM, Leeds, Butcher's Assistant Leeds
Pet Jan 21 Ord Jan 21
YOUNG, WILLIAM, Bedford, Baker Bedford Pet Jan 23
Ord Jan 23

Amended notice substituted for that published in the
London Gazette of Jan 8:

SIMMONS, FREDERICK WILLIAM, Hants, Baker Salisbury
Pet Jan 5 Ord Jan 5

London Gazette.—Friday, Jan. 29.

RECEIVING ORDERS.

ADAMS, ALFRED, Bristol, Confectioner Bristol Pet Jan 26
Ord Jan 26
ANGLER, RALPH HAYNES, Brownwood rd, Finsbury Park
High Court Pet Jan 4 Ord Jan 25
ATLETT, WILLIAM JOHN, Worcester, Hatter Worcester Pet
Jan 27 Ord Jan 27
BAIN, JOHN, Ravenscourt av, Hammersmith, Builder High
Court Pet Jan 6 Ord Jan 25
BESTON, FREDERICK, Carlisle, Boot Dealer Carlisle Pet
Jan 26 Ord Jan 26
BERNARD, EDWARDS, & BROWN, Gloucester, Coal Factors
Gloucester Pet Jan 18 Ord Jan 27
BODÉ, MAJOR L W, Bayswater Private Hotel, Bayswater
ter High Court Pet Jan 11 Ord Jan 26
BUTCHER, W E, Eastbourne, Lodging house Keeper East-
bourne Pet Jan 11 Ord Jan 26
CLEMENTS, CHARLES, Newlyn in Paul, Cornwall, Smith Truro
Pet Jan 26 Ord Jan 26
COHEN, ABRAHAM, Leeds, Jeweller Leeds Pet Jan 7 Ord
Jan 25
COLLINS, JAMES, Shodland, Kent, Butcher Maidstone Pet
Jan 8 Ord Jan 26
DUDY, WILLIAM, Cranston, Cantley, nr Doncaster, Farmer
Sheffield Pet Jan 27 Ord Jan 27
DURLEY, CLIFFORD H, Kingston upon Hull, Iron Merchant
Kingston upon Hull Pet Jan 14 Ord Jan 27
EABET, WILLIAM, Cradham, Wills, Carpenter Bath Pet
Jan 26 Ord Jan 26
FORSTH, H W, Hove, Sussex Brighton Pet Jan 6 Ord
Jan 25
FRY, FREDERICK CHARLES, Minehead, Somerset, Painter
Taunton Pet Jan 26 Ord Jan 26
GIBBINS, ROBINSON TOM, Barrow in Furness, Labourer
Barrow in Furness Pet Jan 25 Ord Jan 25
GREEN, JOHN, Lower Sydenham, Coloursman Greenwich
Pet Jan 25 Ord Jan 25
HARRIS, G ANNETTE, Liverpool, Dressmaker Liver-
pool Pet Jan 1 Ord Jan 23
HOULT, GEORGE HENRY, Warrington, Painter Warrington
Pet Jan 26 Ord Jan 26
HUM, GEORGE, Lowestoft, Harness Maker Gt Yarmouth
Pet Jan 27 Ord Jan 27

Kew, James, Little Camden st, Camden Town, Music Smith High Court Pet Jan 7 Ord Jan 37
 KING, ALBERT M S, Throgmorton av High Court Pet Nov 30 Ord Jan 37
 KIRKWOOD, JAMES, Bolton, Fish Dealer Bolton Pet Jan 26 Ord Jan 36
 LOVELL, FRANCIS O'LEARY, South Hampstead, Medical Practitioner High Court Pet Jan 1 Ord Jan 27
 MCCOOL, JOHN, Tilehurst, Colt Breaker Reading Pet Jan 28 Ord Jan 36
 McROBERT, WILLIAM, Kensal Green, Milliner High Court Pet Jan 25 Ord Jan 25
 MAJOR, BENJAMIN, Pontefract, Miner Wakefield Pet Jan 25 Ord Jan 25
 MARSTON, WALTER, Sheffield, Grocer Sheffield Pet Jan 25 Ord Jan 25
 MARLEN, ARTHUR, Hafod, Swansea, Baker Swansea Pet Jan 25 Ord Jan 25
 MOWFORTH, WILLIAM, Kingston upon Hull, Licensed Victualler Manager Kingston upon Hull Pet Jan 26 Ord Jan 26
 MUMFORD, D. Hemerton, Carman High Court Pet Dec 21 Ord Jan 27
 OLDHAM, SAMUEL, Nottingham, Beerhouse Keeper Nottingham Pet Jan 25 Ord Jan 25
 PAYNE, WALTER ERNEST, Derby, Engine Painter Derby Pet Jan 30 Ord Jan 25
 FRANK, THOMAS OLIVER, and WILLIAM FRANK, Bangor, Tailors Bangor Pet Jan 26 Ord Jan 26
 PIRE, ARTHUR WILLIAM, and THOMAS STOCK, Leytons' one, Builders High Court Pet Jan 26 Ord Jan 25
 RADFORD, FRANK LEWIS, Eastbourne, Draper Lewes Pet Jan 25 Ord Jan 25
 ROTHWELL, AMOS, Oldham, Warper Oldham Pet Jan 26 Ord Jan 26
 SIBSON, JOHN, Kingston upon Hull, Fish Hawker Kingston upon Hull Pet Jan 27 Ord Jan 27
 SPENCER, HORACE EDWARD, Rotherham, Yorks, Butcher Sheffield Pet Jan 25 Ord Jan 25
 SPOUSE, JOSEPH WILKINSON, Dudley, Northumberland, Publican Newcastle on Tyne Pet Jan 8 Ord Jan 27
 THORNTON, CHARLES HENRY, Halifax, Builder Halifax Pet Jan 23 Ord Jan 23
 WARD, JOE, Savile Town, nr Dewsbury, Baker Dewsbury Pet Jan 23 Ord Jan 23
 WARDLE, MARY, Bickerton, nr Malpas, General Dealer Crewe Pet Jan 25 Ord Jan 25
 WARREN, ERNEST SIDNEY, Blandford, Dorset, Grocer Dorchester Pet Jan 27 Ord Jan 27
 WASS, LUKE, Sutton in Ashfield, Grocer Nottingham Pet Jan 23 Ord Jan 23
 WEAVER, THOMAS GWYNNE, Twyniog, nr Tewkesbury, Butcher Cheltenham Pet Jan 23 Ord Jan 23
 WHEATLEY, JOHN ARTHUR, Portland ter, St John's Wood, Mercantile Clerk High Court Pet Jan 26 Ord Jan 26
 YENDOLL, HARRY, Tredegar, Licensed Victualler Tredegar Pet Jan 27 Ord Jan 27

Amended notice substituted for that published in the London Gazette of Jan 22:

BISHOP, HORACE, Cheltenham, Greengrocer Cheltenham Pet Jan 15 Ord Jan 15

FIRST MEETINGS.

ANGIER, RALPH HAYNES, Brownwood rd, Finsbury Park Feb 8 at 12 Bankruptcy bldg, Carey st
 BAIS, JOHN, Ravenscroft av, Hammermith, Builder Feb 9 at 11 Bankruptcy bldg, Carey st
 BALDOP, WALTER, Hildyke, Sibsey, Lanes, Blacksmith Feb 11 at 12:15 Off Rec, 4 and 6, West st, Boston
 BENTON, FREDERICK, Carlisle, Boot Dealer Feb 10 at 3 Off Rec, 24, Fisher st, Carlisle
 BIRD, WILLIAM, Little Bowden, Northampton, Baker Feb 8 at 12 Off Rec, 1, Berridge st, Leicester
 BISHOP, HORACE, Cheltenham, Greengrocer Feb 6 at 4 County Court bldg, Cheltenham
 BODD, MARY L. W., Bayswater Private Hotel, Bayswater ter Feb 9 at 11 Bankruptcy bldg, Carey st
 BOWEN, ABRAHAM, Dowlais, Glam, Grocer Feb 8 at 3 125, High st, Merthyr Tydfil
 CLARK, GEORGE, Newhall, Derby, Coal Dealer Feb 8 at 3 Off Rec, 1, Berridge st, Leicester
 CLEMENS, CHARLES, Newlyn in Paul, Cornwall, Smith Feb 8 at 12 Off Rec, Bosworth st, Truro
 DAY, FREDERICK PICKARD, Nottingham, Landscape Gardener Feb 9 at 2:15 Off Rec, Castle pl, Park st, Nottingham
 EVANS, TOM, Oldham, Pawnbroker Feb 9 at 11:30 Off Rec, Grosvenor st, Oldham
 FAYTHORSTON, GEORGE, Darrington, Farmer Feb 8 at 11 Off Rec, 6, Bond ter, Wakefield
 FENWICK, ERNEST EDWARD, Tunbridge Wells, Clerk Feb 8 at 2:30 The Swan Hotel, Tunbridge Wells
 GOVAN, ERNEST GRANT, Palace chmbrs, Westminster, Company Promoter Feb 9 at 9:30 Bankruptcy bldg, Carey st
 GREENHURST, EDWARD, jun, Newark upon Trent Cattle Dealer Feb 9 at 12 Off Rec, 4, Castle pl, Park st, Nottingham
 GRISWOLD, WAYNE, The Hotel Cecil, Strand Feb 18 at 2:30 Bankruptcy bldg, Carey st
 HARTLEY, GEORGE, and CHARLES ROBERT HARTLEY, Manchester, Cotton Merchants Feb 10 at 3 Off Rec, Byrom st, Manchester
 HILL, JOHN VITTAY, Dinnington, Berks, Miller Feb 6 at 12 1, St Aldate's, Oxford
 KEW, WILLIAM EMMAUEL, Mayborough, Wilts, Grocer Feb 6 at 2:30 Off Rec, 26, Regent circus, Swindon
 KILLICK, HENRY, Kimbury, nr Hungerford, Berks, Grocer Feb 8 at 12 Bankruptcy bldg, Carey st
 KIRKWOOD, JAMES, Bolton, Greengrocer Feb 9 at 3 19, Exchange st, Bolton
 McGROUCH, ROBERT CHAYNARS, Foster la, Manufacturer's Agent Feb 10 at 2:30 Bankruptcy bldg, Carey st
 MAJOR, BENJAMIN, Pontefract, Miner Feb 8 at 11:30 Off Rec, 6, Bond ter, Wakefield
 MEREEDITH, ERNEST, Swansea, Coal Merchant Feb 6 at 11:30 Off Rec, 31, Alexandra rd, Swansea

MOORE, HENRY, Hackney Feb 10 at 11 Bankruptcy bldg, Carey st
 MURPHY, JOHN MICHAEL, Stamford Hill, Printer Feb 11 at 11 Bankruptcy bldg, Carey st
 NEWELL, WILLIAM JOHN, Liverpool, Hay Dealer Feb 8 at 12 Off Rec, 35, Victoria st, Liverpool
 PARKER, WALTER, and LARRY HOBSON CHRISTIAN, Gt Grimsby, Fish Merchants Feb 6 at 11 Off Rec, 15, Osborne st, Gt Grimsby
 PARRISH, JAMES, Sturmer, Essex, Machinist Feb 8 at 2:45 Town Hall, Haverhill
 PARNELL, KATHARINE, Bournemouth Feb 8 at 1 Crown Hotel, Weymouth
 PIKE, ARTHUR WILLIAM, and THOMAS STOCK, Walwood pk, Leytonstone, Builders Feb 8 at 2:30 Bankruptcy bldg, Carey st
 SEALBY, HESTER, Cromer, Lodginghouse Keeper Feb 6 at 1 Off Rec, 3, King st, Norwich
 STONE, JACOB, Higher Broughton, nr Manchester, Rainproof Garment Manufacturer Feb 10 at 2:30 Off Rec, Byrom st, Manchester
 SHARPLY, ALBERT, Burnley Feb 9 at 11 Off Rec, 14, Chapel st, Preston
 THORNTON, CHARLES HENRY, Halifax, Builder Feb 8 at 12 Off Rec, Townhall chmbrs, Halifax
 VABROW, WILLIAM HARVEY, Newmarket, Hotel Keeper Feb 8 at 11:40 The White Hart Hotel, Newmarket
 WEAVER, THOMAS GWYNNE, Twyniog, nr Tewkesbury, Butcher Feb 6 at 3:15 County Court bldg, Cheltenham
 WHEATLEY, JOHN ARTHUR, Portland ter, St John's Wood, Mercantile Clerk Feb 10 at 11 Bankruptcy bldg, Carey st
 WILSON, HENRY THOMAS VENTRESS, and WILLIAM PAUL WILSON, Epsom, Surrey, Boot Dealers Feb 8 at 12 24, Railway app, London Bridge

ADJUDICATIONS.

ADAMS, ALFRED, Bristol, Confectioner Bristol Pet Jan 26 Ord Jan 26
 ANDRADE, ALEXANDER BENJAMIN, Dresden rd, Highgate High Court Pet Dec 19 Ord Jan 23
 AYLTIE, WILLIAM JOHN, Worcester, Hatter Worcester Pet Jan 23 Ord Jan 23
 BAXTER, DOWLING, Horwich, Clothier Bolton Pet Jan 4 Ord Jan 23
 BELL, JAMES, Barnsley, Theatrical Manager High Court Pet Dec 18 Ord Jan 27
 BENTON, FREDERICK, Carlisle, Boot Dealer Carlisle Pet Jan 26 Ord Jan 26
 CHADWICK, WILLIAM, Padham, L'nos, Grocer Barnsley Pet Jan 8 Ord Jan 25
 CLEMENS, CHARLES, Newlyn in Paul, Cornwall Smith Truro Pet Jan 26 Ord Jan 26
 COOPER, GAINES, L'adenhall st, Shipping Agent High Court Pet Sept 11 Ord Jan 22
 DALE, ANTONIO JOHN, Staple Hill, Glos, Architect Bristol Pet Jan 13 Ord Jan 26
 DUDDY, WILLIAM, Cantley, nr Doncaster, Farmer Sheffield Pet Jan 27 Ord Jan 27
 EARLEY, WILLIAM, Corsham, Wilts, Carpenter Bath Pet Jan 28 Ord Jan 26
 FAY, FREDERICK CHARLES, Minehead, Somerset, Painter Taunton Pet Jan 26 Ord Jan 26
 GIBBONS, ROBINSON TOM, Barrow in Furness, Labourer Barrow in Furness Pet Jan 25 Ord Jan 25
 GREEN, JOHN, Lower Sydenham, Colourman Greenwich Pet Jan 25 Ord Jan 25
 HARRISON, JOHN, Thraynor, Leeds, Carting Agent Leeds Pet Dec 30 Ord Jan 25
 HONOUR, LEVI, Thatcham, Berks, Farmer Newbury Pet Jan 9 Ord Jan 30
 HOULT, GEORGE HENRY, Warrington, Plumber Warrington Pet Jan 26 Ord Jan 26
 HUMS, GEORGE, Lowestoft, Harness Maker Gt Yarmouth Pet Jan 27 Ord Jan 27
 KIRKWOOD, JAMES, Bolton, Fish Dealer Bolton Pet Jan 26 Ord Jan 26
 LARGATY, ARTHUR, Leeds, Straw Dealer's Manager Pet Jan 23 Ord Jan 23
 LONG, RICHARD SEABER, Fulbourn, Cambridge, Farmer Cambridge Pet Dec 31 Ord Jan 23
 MCCOOL, JOHN, Tilehurst, Colt Breaker Reading Pet Jan 28 Ord Jan 28
 MAJOR, BENJAMIN, Pontefract, Miner Wakefield Pet Jan 25 Ord Jan 25
 MARSTON, WALTER, Sheffield, Grocer Sheffield Pet Jan 25 Ord Jan 25
 MARLEN, ARTHUR, Hafod, Swansea, Baker Swansea Pet Jan 25 Ord Jan 25
 MERCIER, ST VINCENT, Red Lion sq, Holborn, Secretary High Court Pet Dec 12 Ord Jan 25
 MOSES, HENRY, Lower Clapton rd, Hackney High Court Pet Dec 18 Ord Jan 26
 MOWFORTH, WILLIAM, Kingston upon Hull, Licensed Victualler's Manager Kingston upon Hull Pet Jan 26 Ord Jan 26
 OLDHAM, SAMUEL, Nottingham, Beerhouse Keeper Nottingham Pet Jan 25 Ord Jan 25
 PAYNE, WALTER ERNEST, Derby, Engine Painter Derby and Long Eaton Pet Jan 25 Ord Jan 25
 PEARCE, THOMAS OLIVER, and WILLIAM FRANK, Bangor, Tailors Bangor Pet Jan 26 Ord Jan 26
 PIRE, ARTHUR WILLIAM, and THOMAS STOCK, Ilford, Builders High Court Pet Jan 26 Ord Jan 26
 ROTHWELL, AMOS, Oldham, Warper Oldham Pet Jan 26 Ord Jan 26
 SIBSON, JOHN, Kingston upon Hull, Fish Hawker Kingston upon Hull Pet Jan 27 Ord Jan 27
 SPENCER, HORACE EDWARD, Rotherham, Yorks, Butcher Sheffield Pet Jan 25 Ord Jan 25
 STONE, JACOB, Higher Broughton, nr Manchester, Rainproof Garment Manufacturer Manchester Pet Jan 11 Ord Jan 27
 THORNTON, HENRY LANGODALLS, Harrogate, Stationer York Pet Jan 21 Ord Jan 25
 THORNTON, CHARLES HENRY, Halifax, Builder Halifax Pet Jan 23 Ord Jan 23
 WARD, JOE, Savile Town, nr Dewsbury, Baker Dewsbury Pet Jan 23 Ord Jan 23

WARD, WALTER HUGH, Aberystwyth, Baker Aberystwyth Pet Jan 13 Ord Jan 27
 WASS, LUKE, Sutton in Ashfield, Grocer Nottingham Pet Jan 23 Ord Jan 23
 WEAVER, THOMAS GWYNNE, Twyniog, nr Tewkesbury, Butcher Cheltenham Pet Jan 23 Ord Jan 23
 WEST, ALFRED WILLIAM LEE, A'nington, nr Tarnworth, Warwick, Farmer Birmingham Pet Jan 14 Ord Jan 25
 WEST, HENRY LEE, Tarnworth, Warwick, Market Gardener Birmingham Pet Jan 14 Ord Jan 25
 WHEATLEY, JOHN ARTHUR, Portland ter, St John's Wood, Clerk High Court Pet Jan 26 Ord Jan 26
 YENDOLL, HARRY, Tredegar, Licensed Victualler Tredegar Pet Jan 27 Ord Jan 27
 YOUNG, WILLIAM, Chesham, Manchester Manchester Pet Jan 11 Ord Jan 25

Amended notice substituted for that published in the London Gazette of Jan 22:

BISHOP, HORACE, Cheltenham, Greengrocer Cheltenham Pet Jan 15 Ord Jan 15

London Gazette.—TUESDAY, Feb. 2.

RECEIVING ORDERS.

ARBER, WILLIAM HENRY, Backville st, Piccadilly, Architect High Court Pet Dec 3 Ord Jan 25
 ARBENT, MARTIN, Cambridge, Boot Dealer Cambridge Pet Jan 19 Ord Jan 30
 BARKER, WILLIAM, Darlington, Cab Proprietor Stockton on Tees Pet Jan 27 Ord Jan 27
 BEARDSLEY, HIRAM, South Shields Newcastle on Tyne Pet Jan 29 Ord Jan 29
 BEATTIE, WILLIAM, Wigan, Police Constable Wigan Pet Jan 29 Ord Jan 29
 BERTLEY, GEORGE JOSHUA, Spring Hill, Birmingham, Res Founder Birmingham Pet Jan 30 Ord Jan 30
 BERKELEY, Captain JOHN HART HARDMAN, Cophall st High Court Pet Dec 16 Ord Jan 29
 BLACK, PETER BLAIR, Palmerston bldg, Marine Survey High Court Pet Dec 31 Ord Jan 12
 BLOOM, WALTER, FREDERICK HENRY BLOOM, JOSHUA BLOOM, and DAVID READE BLOOM, Macdonald, Cattle Feed Manul Pet Jan 23 Ord Jan 23
 DUNK, JOHN WILLIAM, Kirk Merrington, Durham, Miner Durham Pet Jan 30 Ord Jan 30
 FISHER, WILLIAM, Low Dretown, nr South Cave, Yorks, Farmer Kingston upon Hull Pet Jan 30 Ord Jan 30
 GUDGIN, CHARLES, Bedford, Farmer Bedford Pet Jan 13 Ord Jan 29
 HOBSON, WILLIAM, Chasdale, Staffs, Saddler Stoke upon Trent Pet Jan 29 Ord Jan 29
 HUGHES, JAMES, Pellywood, Pontypridd, Commission Agent Pontypridd Pet Jan 30 Ord Jan 30
 KNIGHTS, WALTER WILLIAM, New Samford, Essex, Farmer Cambridge Pet Jan 29 Ord Jan 29
 LEWIS, ELI, Bristol, Jeweller Bristol Pet Jan 25 Ord Jan 25
 LITTLE, RICHARD JAMES, Frinton on Sea, Essex, Fruitaw Collector Pet Jan 25 Ord Jan 25
 LUGG, JOHN, Middlesbrough Middlesbrough Pet Jan 25 Ord Jan 25
 LYNCH, WILLIAM, and FRANK LYNCH, Sheffield, Metal Merchants Sheffield Pet Jan 29 Ord Jan 29
 MAYNOR, ISAAC, Cammell st, Merchant High Court Pet Jan 14 Ord Jan 25
 NIKOS, JOHN, Leeds Leeds Pet Jan 29 Ord Jan 29
 RICHARDS, VANDOVER ALEXANDER, Trull, nr Taunton, Somerset Taunton Pet Jan 20 Ord Jan 30
 SARGENT, ROBERT, Dersingham, Norfolk, Boot Maker King's Lynn Pet Jan 25 Ord Jan 25
 SCHOFIELD, WILLIAM, Charley, Lanes, Joiner Bolton Pet Jan 29 Ord Jan 29
 SHARPE, WILLIAM BENJAMIN, Tetbury, Glos, Farmer Swindon Pet Jan 29 Ord Jan 29
 SKINNER, WILLIAM BEETMAN BRADSHAW, Baines, Clerk High Court Pet Jan 29 Ord Jan 29
 SMITH, FREDERICK WILLIAM, Aldershot, Fruiterer Guildford Pet Jan 28 Ord Jan 28
 SMITH, LAWRENCE, Kidsgrove, Staffs, Grocer Hanley Pet Jan 28 Ord Jan 28
 SMITH, SAMUEL HARRY, and FREDERICK HEWSON SMITH, Gt Yarmouth, Builders Gt Yarmouth Pet Jan 18 Ord Jan 29
 SPUR, HARRY REYNOLDS, Manchester, Estate Agent Manchester Pet Dec 11 Ord Jan 23
 STEEL, JOHN HENRY DIXON, Union st, Old Broad st High Court Pet Jan 4 Ord Jan 23
 STEEL, WILLIAM GEORGE, Union st, Old Broad st High Court Pet Jan 4 Ord Jan 23
 STOKES, THOMAS, Burley, Leeds Leeds Pet Jan 29 Ord Jan 29
 STURT, ALFRED AMERSON, Isfield, Sussex, Innkeeper Lewes Pet Jan 28 Ord Jan 28
 SUMNER, WILLIAM THOMAS, Gravesend, Schoolmaster Rochester Pet Jan 21 Ord Jan 30
 UTTING, HENRY, Portdown rd, Malda Vale, Commission Agent High Court Pet Jan 1 Ord Jan 26
 WALTON, WILLIAM, Falmouth, Tea Dealer Truro Pet Jan 30 Ord Jan 30
 WATSON, WILLIAM, and PAUL PFLEIDERER, Waterloo pl, Pall Mall, Bankers High Court Pet Jan 30 Ord Jan 30
 WHITEHALL, WILLIAM GEORGE, Highbury Park, Commercial Traveller High Court Pet Jan 28 Ord Jan 28

Amended notice substituted for that published in the London Gazette of Jan 19:

WILSON, HENRY THOMAS VENTRESS, and WILLIAM PAUL WILSON, Sutton, Clothiers Croydon Pet Dec 5 Ord Jan 12

FIRST MEETINGS.

ADAMS, ALFRED, Bristol, Confectioner Feb 10 at 11:30 Off Rec, 26, Bulwin st, Bristol
 ANDRADE, ALEXANDER BENJAMIN, Highgate Feb 15 at 13 Bankruptcy bldg, Carey st
 ARBER, WILLIAM HENRY, Backville st, Piccadilly, Architect Feb 11 at 12 Bankruptcy bldg, Carey st

ASPLEY, WILLIAM, 45, Coppen
 BRADSHAW, P.
 REED, 30, M.
 BURNLEY, C.
 11 at 12
 BUTCHER, W. E.
 11 at 12
 CASE, CHARLES
 Off Rec, 3
 CASTLE, J.
 Dealer
 CORNELL, ARTHUR
 25, Park
 COULSON, J.
 Off Rec, 3
 COOPER, GEORGE
 174, Corpse
 DAVIES, ROBERT
 10 at 3:30
 DUNN, J.
 Feb 12 at
 HARRY, W.
 11:45 Off
 EDEY, WILLIAM
 1 St Ald
 FURST, H.
 bldg, B.
 FOXWELL, R.
 Wright
 FRY, ANDREW
 High st
 FROST, HARRY
 Off Rec,
 FRY, FREDERICK
 Feb 10 at
 GARDNER, B.
 Engineer
 GOLDSTONE,
 Feb 16 at
 GIBSON, JOHN
 11:30 at 2
 GREENHILL,
 11 at 12
 GROSSER, B.
 2:30 at
 GUALCHER, A.
 at 10:30
 HALL, ROBERT
 High st
 HARRISON, J.
 11 174
 HOLLIS, J.
 Queen's
 HOPKIN, A.
 12:30 at
 HUMPHREY,
 Printer

Feb. 6. 1904.

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Nottingham Pet
rd Jan 23
h, nr Tansworth
et Jan 14 Ord
Market Gauden
nr John's Work
an 23 Ord
Challenger
Manchester Pet
Published in
22:
Cheltenham
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etor Stockton
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Wigan Pet
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an 30 Ord
Cophall v
rine Surveys
OSHUA BLOOM,
Cattle Foot
Ord Jan 23
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Cave, Yorks
Ord Jan 23
Pet Jan 18
Stoke upon
Commission
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an 25 Ord
x, Fruitster
Pet Jan 23
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Court Pet
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5 Ord
30 Ord
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rchitect

ALFRED, WILLIAM JOHN, Worcester, Hatter Feb 10 at 11.30
4, Copenhagen st, Worcester
BRADSHAW, HIRAM, South Shields Feb 11 at 10.30 Off
Rec. 30, Mosley st, Newcastle on Tyne
BRINKLEY, Capt JOHN HART HARDMAN, Cophallav Feb
11 at 12 Bankruptcy bldg, Carey st
BUTCHER, W E, Eastbourne, Lodging house Keeper Feb 10
at 12 Colos & Sons, Seaside rd, Eastbourne
CARR, CHARLES HENRY, Dartmouth, Baker Feb 11 at 11
Off Rec, Athenum ter, Plymouth
CARTER, JAMES HENRY, Quinton Warley, Staffs, Glass
Dealer Feb 12 at 11 174, Corporation st, Birmingham
COKER, ABRAHAM, Leeds, Jeweller Feb 10 at 12 Off Rec,
22, Park Row, Leeds
COLLINS, JAMES, Goodland, Kent, Butcher Feb 17 at 11
Off Rec, 9, King st, Maidstone
COOPER, GEORGE JARVIS, Salfley, Birmingham Feb 10 at 11
174, Corporation st, Birmingham
DAVIES, ROBERT THOMAS, Prestatyn, Flint, Physician Feb
10 at 3.30 Victoria Hotel, Prestatyn
DEASTHIRE, ALFRED WILLIAM, Crews, Licensed Victualler
Feb 12 at 10.30 Royal Hotel, Crews
EARLST, WILLIAM, Corsham, Wilts, Carpenter Feb 10 at
11.45 Off Rec, 23, Baldwin st, Bristol
EYES, WILLIAM, Thatcham, Berks, Grocer Feb 11 at 12
18, Aldate's, Oxford
FOSTER, H P, Hove, Sussex Feb 11 at 3 4, Pavilion
bldg, Brighton
FOXWELL, RICHARD ADOLPHUS, Ystradowen, Glam, Wheel-
wright Feb 11 at 3 117, St Mary st, Cardiff
FREW, ANDREW, Mardy, Glam, Collier Feb 10 at 12 135,
High st, Morfhy Tydd
FROST, HARRY, Leighton Buzzard, Draper Feb 10 at 12
Off Rec, Bridge st, Northampton
FYE, FREDERICK CHARLES, Minehead, Somerset, Painter
Feb 10 at 2.30 Off Rec, 56, Hammet st, Taunton
GARDNER BROTHERS & Co, Burton on Trent, Electrical
Engineers Feb 10 at 11.30 Off Rec, 47, Full st, Derby
GOLDSTONE, ABRAHAM, Edgbaston, Birmingham, Tailor
Feb 16 at 11 174, Corporation st, Birmingham
GREEN, JOHN, Lower Sydenham, Coloursman Feb 10 at
11.30 24, Railway app, London Bridge
GREENHILL, THOMAS, Perry Barr, Staffs, Nurseryman Feb
11 at 12 174, Corporation st, Birmingham
GROVER, BENJAMIN, jun, Aldersgate st, Frier Feb 11 at
2.30 Bankruptcy bldg, Carey st
GWALCHMAI, DAVID, Meifod, Montgomery, Miller Feb 18
at 10.30 1, High st, Newtown
HALL, ROBERT, Aberystwyth, Labourer Feb 11 at 3 135,
High st, Morfhy Tydd
HARRING, JOHN, Birmingham, Fruit Merchant Feb 11 at
11 174, Corporation st, Birmingham
HOLDEN, JAMES, Swallowfield, Berks, Farmer Feb 18 at 12
Queen's Hotel, Reading
HOPKIN, ALFRED, Litcham, Norfolk, Farmer Feb 13 at
12.30 Off Rec, 8, King st, Norwich
HOPKIN, VICTOR ALEXANDER DE LACROIX, Walsall,
Printer Feb 11 at 11 Off Rec, Wolverhampton

KING, JOHN, Bideford, Devon Feb 17 at 12 Bankruptcy
bldg, Carey st
LAMING, FRANK, Spalding, Lincs, Auctioneer Feb 10 at 12
The White Hart Hotel, Spalding
LEWIS, ELI, Bristol, Jeweller Feb 10 at 2 Off Rec, 26
Baldwin st, Bristol
LEWIS, THOMAS SAMUEL, Compton, Tottenhall, Staffs Feb
10 at 10.30 Off Rec, Wolverhampton
MCROBERT, WILLIAM, Harrow rd, Kensal Green, Milliner
Feb 10 at 1 Bankruptcy bldg, Carey st
MAPPLETHORPE, JOHN, Seaway, Lincs, Tailor Feb 10 at 11
Off Rec, 15, Osborne st, Grimsby
MARSHALL, HORATIO, Sunderland, Cabinet Maker Feb 10
at 3 Off Rec, 25, John st, Sunderland
MASLEY, ARTHUR, Hafod, Swansea, Baker Feb 11 at 12
Off Rec, 31, Alexandra rd, Swansea
MAVITY, FREDERICK JAMES, Goldhawk rd, Shepherd's Bush,
Fancy Draper Feb 16 at 2.30 Bankruptcy bldg,
Carey st
MELNICHUI, W & Co, Shoe ln, Builders Feb 12 at 1 Bank-
ruptcy bldg, Carey st
MOHRSON, FRANCIS, PLUMPTON, Queen's rd, Bayswater,
Schoolmaster Feb 18 at 11 Bankruptcy bldg, Carey st
MORSEAD, WALTER, Albany, Piccadilly, Barrister at Law
Feb 15 at 2.30 Bankruptcy bldg, Carey st
MOWFORTH, WILLIAM, Kingston upon Hull, Licensed
Victuallers' Manager Feb 10 at 11.30 Off Rec, Trinity
House ln, Hull
NORRIS & GIGGALL, Liverpool, Publishers Feb 11 at 10.30
Off Rec, 33, Victoria st, Liverpool
NORRIS, CHARLES, Sheffield, Tailors' Manager Feb 11 at 11
Off Rec, Figtree ln, Sheffield
PALISTER, JOHN NAPIER, Leicester, Tailor Feb 10 at 3
Off Rec, 1, Berridge st, Leicester
PARMENTER, SILAS, Bra'mire, Essex, Builder Feb 11 at 1
St Easton Hotel, Liverpool st
PARRY, JOHN WILLIAM, Bedwas, Mon, Innkeeper Feb 10 at
11 Off Rec, Westgate chambers, Newport, Mon
PAYNE, WALTER ERNEST, Derby, Engine Painter Feb 10 at
11 Off Rec, 47, Full st, Derby
PEARSON, FANNY ELIZABETH, Rotherham, Yorks, Builder
Feb 11 at 1 Off Rec, Figtree ln, Sheffield
PERKINS, JOHN ROBERT, Long Sutton Feb 10 at 11.30 The
White Hart Hotel, Spalding
RADFORD, FRANK LEWIS, Eastbourne, Draper Feb 10 at 12
Off Rec, 24, Railway app, London Bridge
REDHEAD, CLAYTON ADELINGTON, Bootle, Lancs, Timber
Merchant Feb 10 at 12 Off Rec, 35, Victoria st,
Liverpool
SCHOFIELD, WILLIAM, Chorley, Lancs, Joiner Feb 11 at 3
19, Exchange st, Bolton
SIBSON, JOHN, Kingston upon Hull, Fish Hawker Feb 10
at 11 Off Rec, Trinity House ln, Hull
SPENCER, HORACE EDWARD, Rotherham, Yorks, Butcher
Feb 11 at 12.30 Off Rec, Figtree ln, Sheffield

SPOURS, JOSEPH WILKINSON, Dudley, Northumberland,
Publican Feb 10 at 11.30 Off Rec, 35, Mosley st,
Newcastle on Tyne
SKINNER, WILLIAM BRISTON BRADSHAW, Barnes, Clerk
Feb 15 at 11 Bankruptcy bldg, Carey st
STEEL, JOHN HENRY DIXON, Union ct, Old Broad st Feb
12 at 11 Bankruptcy bldg, Carey st
STEEL, WILLIAM GEORGE, Union ct, Old Broad st Feb 12
at 12 Bankruptcy bldg, Carey st
UTTING, HENRY, Portadown rd, Maiden vale, Commission
Agent Feb 11 at 11 Bankruptcy bldg, Carey st
WARD, JOE, Seville Town, nr Dewsbury, Baker Feb 10 at
10.30 Off Rec, Bank chambers, Corporation st, Dew-
sbury
WARD, WALTER HUGH, Aberystwyth, Baker Feb 12 at 11
Townhall, Aberystwyth
WARDLE, MARY, Bickerton, nr Malpas, General Dealer Feb
12 at 11 Royal Hotel, Crews
WHITEHALL, WILLIAM GEORGE, Highbury Park, Commer-
cial Traveller Feb 10 at 2.50 Bankruptcy bldg,
Carey st
YOUNG, WILLIAM, Bedford, Baker Feb 10 at 12.30 Off
Rec, Bridge st, Northampton
YOUNG, WILLIAM, Cheetham, Manchester, Townsman Feb
10 at 3.30 Off Rec, Byrom st, Manchester

ADJUDICATIONS.

APLIN, FREDERICK GEORGE, Pwney, Precious Stone Agent
High Court Feb 14 Ord Jan 23
APPEL, STEPHEN JAMES, Croydon, German Croydon Pet
Jan 18 Ord Jan 23
BARCLAY, FREDERICK WILLIAM, North Finchley, Mantle
Manufacturer High Court Pet Jan 21 Ord Jan 23
BARKER, WILLIAM, Darlington, Cab Proprietor Stockton
on Tees Pet Jan 27 Ord Jan 27
BRADSHAW, HIRAM, South Shields Newcastle on Tyne
Pet Jan 29 Ord Jan 29
BRATTON, WILLIAM, Wigan, Police Constable Wigan Pet
Jan 29 Ord Jan 29
BUTCHER, W E, Eastbourne, Lodging house Keeper East-
bourne Pet Jan 11 Ord Jan 30
COOPER, GEORGE JARVIS, Salfley, Birmingham Birmingham
Pet Jan 18 Ord Jan 29
DE HAVILLAND, CHARLES, Crux Easton Rectory, nr Whit-
church, Hants Newbury Pet Dec 18 Ord Jan 29
DURN, JOHN WILLIAM, Kirk Merington, Durham, Miner
Durham Pet Jan 30 Ord Jan 30
DURLEY, CLIFFORD H, Kingston upon Hull, Iron Merchant
Kingston upon Hull Pet Jan 14 Ord Jan 23
FISHER, WILLIAM, Low Drevton, nr South Cave, Yorks,
Farmer Kingston upon Hull Pet Jan 30 Ord Jan 30
FROST, HARRY, Leighton Buzzard, Beds, Draper Luton
Pet Jan 22 Ord Jan 28
GWALCHMAI, DAVID, Glascoed Mill, Meifod, Montgomery,
Miller Newtown Pet Jan 14 Ord Jan 29
HITCHCOCK, JOHN FORREST, Leek, Staffs, Ironfounder
Macclesfield Pet Dec 7 Ord Jan 29

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 Pontypridd Pet Jan 30 Ord Jan 30
 HUNTLY, ARTHUR, Buckingham Palace rd High Court
 Pet Nov 24 Ord Jan 29
 KANSLAKE, FRANK, Hampstead, Bookseller High Court
 Pet Jan 7 Ord Jan 30
 KNIGHTS, WALTER WILLIAM, New Sampford, Essex, Farmer
 Cambridge Pet Jan 29 Ord Jan 29
 LAWRENCE, ELIJAH STEPHEN, Withycombe, Exmouth;
 Tailor Bath Pet Dec 7 Ord Jan 28
 LITTLE, RICHARD JAMES, Frinton on Sea, Essex, Fruiterer
 Colchester Pet Jan 28 Ord Jan 28
 LUCAS, JOHN, Middlesbrough Middlesbrough Pet Jan 28
 Ord Jan 28
 LYNCH, WILLIAM, and FRANK LYNCH, Sheffield, Metal
 Merchants Sheffield Pet Jan 29 Ord Jan 29
 NIXON, JOHN, Leeds Leeds Pet Jan 29 Ord Jan 29
 PERL, SIR ROBERT, Russell sq High Court Pet Oct 15
 Ord Jan 27
 PEAKINS, JOHN ROBERT, Long Sutton, Lincs Peterborough
 Pet Dec 30 Ord Jan 30
 PILLING, JOHN ROBERT, Arundel st, Strand High Court
 Pet Aug 19 Ord Jan 27
 ROGERS, FREDERICK CHARLES, and CHARLES JOHN BARRY,
 Fulham rd, Builders High Court Pet Dec 31 Ord
 Jan 28
 SANCTUARY, ROBERT, Dersingham, Norfolk, Bootmaker
 King's Lynn Pet Jan 28 Ord Jan 28
 SCHOFIELD, WILLIAM, Chorley, Lancs, Joiner Bolton Pet
 Jan 28 Ord Jan 28
 SHARPE, WILLIAM BENJAMIN, Tetbury, Glos, Farmer
 Swindon Pet Jan 29 Ord Jan 29
 SIMONS, JOSEPH WILLIAM, Bradford, Builder Bradford
 Pet Nov 27 Ord Jan 28
 SKINNER, WILLIAM BERTRAM BRADSHAW, Barnes, Clerk
 High Court Pet Jan 29 Ord Jan 29
 SMITH, LAWRENCE, Kildgrove, Lancs, Grocer Hanley Pet
 Jan 28 Ord Jan 28
 SOMERS, REUBEN, Shepherd's Bush, Tailor High Court
 Pet Dec 23 Ord Jan 29
 STOKOR, THOMAS, Burley, Leeds Leeds Pet Jan 29 Ord
 Jan 29
 VINEY, BASIL, and ALFRED GEORGE STONE, Prince of Wales
 rd, Haverstock hill, Builders High Court Pet Oct 19
 Ord Jan 30
 WALTON, WILLIAM, Falmouth, Cornwall, Tea Dealer Truro
 Pet Jan 30 Ord Jan 30
 WHEELY, SILVESTER STEVENSON, Newcastle upon Tyne,
 Architect Newcastle upon Tyne Pet Jan 5 Ord
 Jan 29
 WHITEHALL, WILLIAM GEORGE, Highbury Park, Commercial
 Traveller High Court Pet Jan 28 Ord Jan 28
 WIGRAM, FRANK, Jermyn st High Court Pet Dec 22 Ord
 Jan 28

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Thursday, March 17.	Thursday, Sept. 1.
Thursday, April 7.	Thursday, Sept. 15.
Thursday, April 21.	Thursday, Oct. 6.
Thursday, May 5.	Thursday, Oct. 20.
Thursday, May 19.	Thursday, Nov. 3.
Thursday, June 2.	Thursday, Nov. 17.
Thursday, June 16.	Thursday, Dec. 1.
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Wednesday, March 2.	Wednesday, August 17.
Wednesday, March 16.	Wednesday, Sept. 1.
Wednesday, April 13.	Wednesday, Sept. 15.
Wednesday, April 20.	Wednesday, Oct. 5.
Wednesday, May 4.	Wednesday, Oct. 19.
Wednesday, May 18.	Wednesday, Nov. 2.
Wednesday, June 8.	Wednesday, Nov. 16.
Wednesday, June 15.	Wednesday, Dec. 7.
Wednesday, July 6.	Wednesday, Dec. 21.
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